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DECLARATION OF NICHOLAS REYNOLDS

I, Nicholas Reynolds, declare as follows:

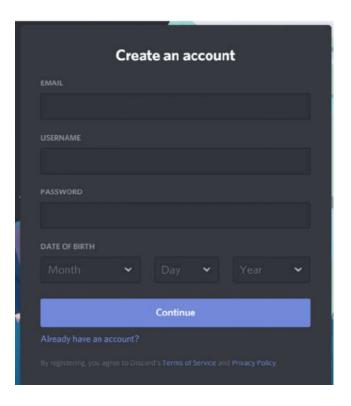
- 1. *Qualifications of Declarant.* I am a Director of Engineering at Discord Inc., where 3 I have worked since 2020. In my role, I am familiar with the system and process through which 4 Discord users create Discord accounts and accept the Discord Terms of Service. I make this 5 declaration based on my personal knowledge and experience, discussions with appropriate 6 personnel within Discord, and Discord's records kept in the ordinary course of business. I am over 7 the age of eighteen and am competent to testify as to the matters set forth below. 8
 - *Plaintiff's First Discord Account.* Discord maintains session logs in the ordinary 2. course of business. Session logs show when a Discord account was created and any email address, phone number, and user ID associated with the account. Session logs detail sessions in which a user was logged into their Discord account. I understand that Plaintiff's counsel has provided Discord a username, , and an email address, associated with Plaintiff's account. I used that information to locate the session log associated with Plaintiff's Discord account. That session log shows that the account was created on August 26, 2022, at 21:30:42 UTC. It further shows that the account remains open and was last accessed on May 29, 2025 at 19:56:40 UTC. A true and correct copy of the session log associated with Plaintiff's Discord account is attached as Exhibit A. Discord also maintains records of userprovided payment information in the ordinary course of business. A true and correct copy of the payment information associated with is attached as **Exhibit B**.
 - 3. **Discord Account With Username** . When a user creates a Discord account, Discord receives certain information about the device used to create and access the account, including two IDs that are unique to a device. Records maintained in the ordinary course of business indicate that the device used to access Plaintiff's first Discord account also was used to access a second Discord account. That account has the username and is associated with the email address . The session log for this account shows that it was created on May 2, 2025, at 17:57:57 UTC. It also shows that the account

remains open and was accessed at least as recently as the day the session log was retrieved, July 28, 2025, at 06:40:46 UTC. A true and correct copy of the session log associated with the Discord account is attached as **Exhibit C**.

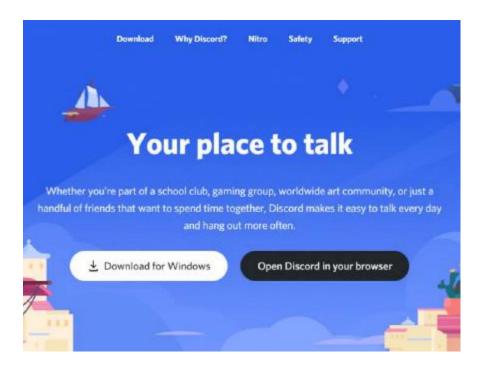
- 4. Discord Account Based on a review of Discord records maintained in the ordinary course of business, I have located one Discord account associated with . That account has the username the email address session log for the account shows it was created on January 30, 2021, at 00 0:36:45 UTC. It also shows that the account remains open and was last accessed on January 20, 2025 at 17:26:04 UTC. A true and correct copy of the session log associated with the account is attached as **Exhibit D**.
- 5. Creating a Discord Account. At all times since at least 2020, a user was required to create an account to access Discord, which requires: (1) picking a password; (2) entering their username and date of birth; and (3) agreeing to be bound by Discord's Terms of Service. A user may create an account using Android or iPhone, or using Discord's desktop app or website. According to Discord's records, the account associated with the username created using an Android device; the account associated with the username created using the Discord desktop app; and the account associated with the username was created using a web browser.
- 6. A user creating a Discord account in the United States in August 2022 using an Android device was taken through a process consisting of four pages. As reflected below, on the initial page, the user clicked "Register" to begin the process. On the second page, the user entered a phone number or email address. On a third page, labeled "register," the user entered a username and password. Finally, on the last page, the user entered a birthdate and clicked a button with the phrase "create an account," which was immediately above the text "By registering, you agree to Discord's Terms of Service and Privacy Policy." Both the phrases "Terms of Service" and

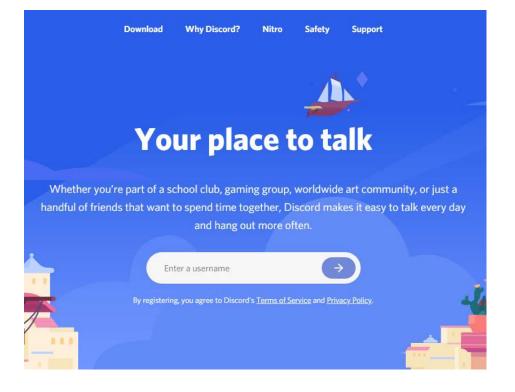
"Privacy Policy" were bolded and in blue text, indicating that they were hyperlinks through which users could access and review the full text. **Discord Welcome to Discord** Join over 100 million people who use Discord to talk with communities and friends. Register Enter phone or email Phone Email EMAIL Email View our Privacy Policy

7. There were, and still are, two ways for a user to create a Discord account using a web browser. True and correct copies of the two versions of the web browser account creation page as they appeared for users located in the United States in January 2021 are attached as **Exhibit E** and **Exhibit F**. As Exhibit E shows, in the first version, the page included a notice to the user that "By registering, you agree to Discord's Terms of Service and Privacy Policy." Both the phrases "Terms of Service" and "Privacy Policy" were bolded and in blue text, indicating that they were hyperlinks through which registrants could access and review the full text.

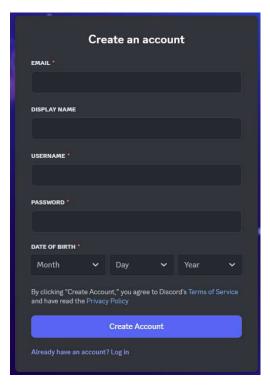


8. As reflected in Exhibit F, in the second version of the web account creation process, after clicking a button on Discord's home page inviting users to "Open Discord in your Browser," the user was brought to a page with a box to enter a username. That box was immediately above a notice to the user explaining that "By registering, you agree to Discord's Terms of Service and Privacy Policy." Both "Terms of Service" and "Privacy Policy" were underlined, in white text contrasting with a blue background, indicating that they were hyperlinks through which registrants could access and review the full text.





9. A true and correct copy of the desktop app account creation page as it appeared for users located in the United States in May 2025 is attached as **Exhibit G**. As Exhibit G shows, the page included a notice to the user that: "By clicking 'Create Account,' you agree to Discord's Terms of Service and have read the Privacy Policy." Both the phrases "Terms of Service" and "Privacy Policy" were in blue text, set off from white text and against a black background, indicating that they were hyperlinks through which users could access and review the full text.



10. *Terms of Service.* Since January 1, 2020, Discord's Terms of Service have been updated four times, on May 7, 2020, March 28, 2022, March 27, 2023, and March 15, 2024. True and correct copies of the Terms of Service are attached here with the following exhibit letters and effective dates:

Exhibit H1: May 7, 2020-March 27, 2022

Exhibit I²: March 28, 2022-March 26, 2023

Exhibit J³: March 27, 2023-April 13, 2024

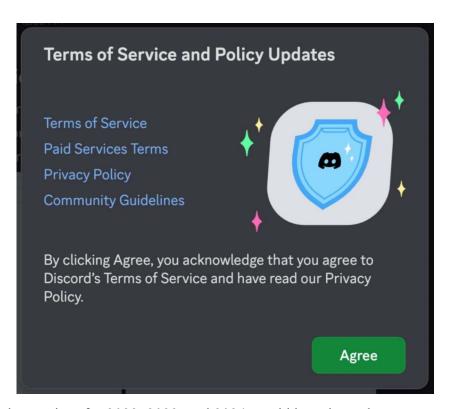
Available at https://discord.com/terms/terms-of-service-may-2020.

² Available at https://discord.com/terms/terms-of-service-march-2022.

³ Available at https://discord.com/terms/terms-of-service-march-2023.

Exhibit K⁴: April 14, 2024-present

11. *Updates to Terms of Service.* Discord generally provides users notices of updates before the updates take effect. The notice appears in a window containing a button that, in order to continue using Discord, a user must click, near text stating that "[b]y clicking Agree, you acknowledge that you agree to Discord's Terms of Service and have read our Privacy Policy."



The update notices for 2022, 2023, and 2024 would have been the same or substantially the same as the above screenshot.

Discord maintains logs of users' assents to updates in the ordinary course of business. Those logs show that the Discord account associated with the username assented to updated Terms on March 31, 2023, and on April 15, 2024. They also show that the account assented to updated Terms on March 28, 2022, April 11, 2023, and May 12, 2024.

⁴ Available at https://discord.com/terms.

1	13. No Opt-Out of Arbitration Agreement. I understand that Discord's records
2	(current through July 31, 2025) show that Discord has not received written notice from
3	opting out of
4	the arbitration agreement contained in any version of the Terms of Service.
5	I declare under penalty of perjury that the foregoing is true and correct.
6	Executed on August 4, 2025, at California.
7	Signed by: NULVI AS RELIAND ALS
8	Mullas Reynolds BFB8D673A0ENTICHOlas Reynolds
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Exhibit A

User ID:
Username:
Email:

Email verified:
Phone number:
Registration IP:

Registration Time (UTC): Last Seen Time (UTC):

Last Seen IP:

Yes

Not found

2022-08-26 21:30:42 2025-05-29 19:56:40

Session Start (UTC) IP Address 2025-05-29 19:56:40 2025-05-12 20:27:26 2025-05-02 17:56:12 2025-05-02 17:41:17 2025-05-02 05:08:25 2025-05-02 04:09:12 2025-05-02 04:04:25 2025-05-02 03:43:03 2025-05-02 03:30:41 2025-05-02 02:57:09 2025-05-02 02:50:20 2025-05-02 02:06:49 2025-05-02 01:19:33 2025-05-02 01:00:25 2025-05-02 00:39:08 2025-05-01 22:59:44 2025-05-01 22:52:57 2025-05-01 20:29:11 2025-05-01 17:16:55 2025-05-01 07:56:39 2025-05-01 07:56:21 2025-05-01 05:19:23 2025-05-01 04:36:34 2025-05-01 03:33:56 2025-05-01 02:40:07 2025-05-01 02:29:06 2025-05-01 02:11:16 2025-05-01 02:04:36 2025-05-01 00:24:03 2025-04-30 23:49:22 2025-04-30 19:44:17 2025-04-30 18:24:51 2025-04-30 17:58:53 2025-04-30 17:52:23 2025-04-30 17:31:57 2025-04-30 17:29:06 2025-04-30 16:16:38 2025-04-30 06:52:18

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Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 26 of 597 2025-03-24 00:29:12 2025-03-24 00:04:49 2025-03-23 23:17:37 2025-03-23 22:09:24 2025-03-23 20:42:18 2025-03-23 20:20:25 2025-03-23 19:50:33 2025-03-23 19:43:07 2025-03-23 19:31:10 2025-03-23 19:12:40 2025-03-23 19:05:35 2025-03-23 18:55:44 2025-03-23 18:31:13 2025-03-23 17:38:56 2025-03-23 02:41:55 2025-03-23 02:24:37 2025-03-23 00:53:06 2025-03-23 00:18:34 2025-03-23 00:04:20 2025-03-22 22:36:03 2025-03-22 22:31:25 2025-03-22 22:19:14 2025-03-22 22:11:01 2025-03-22 21:06:12 2025-03-22 20:30:40 2025-03-22 20:08:55 2025-03-22 19:52:32 2025-03-22 19:50:34 2025-03-22 19:22:43 2025-03-22 19:09:17 2025-03-22 19:01:20 2025-03-22 18:58:05 2025-03-22 18:48:35 2025-03-22 18:43:25 2025-03-22 18:40:40 2025-03-22 18:09:46 2025-03-22 17:50:52

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Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 33 of 597 2025-02-26 03:30:35 2025-02-26 00:25:06 2025-02-26 00:14:42 2025-02-25 22:58:48 2025-02-25 22:07:24 2025-02-25 21:25:30 2025-02-25 20:23:45 2025-02-25 19:41:46 2025-02-25 12:25:59 2025-02-25 08:24:13 2025-02-25 07:18:30 2025-02-25 07:13:36 2025-02-25 06:33:53 2025-02-25 05:46:06 2025-02-25 04:24:12 2025-02-25 03:53:20 2025-02-24 21:19:00 2025-02-24 20:29:03 2025-02-24 20:27:39 2025-02-24 19:53:24 2025-02-24 13:40:58 2025-02-24 13:09:08 2025-02-24 12:03:05 2025-02-24 04:16:37 2025-02-24 03:30:04 2025-02-24 00:52:57 2025-02-24 00:29:10 2025-02-23 23:06:37 2025-02-23 21:33:36 2025-02-23 21:27:40 2025-02-23 21:07:55 2025-02-23 16:26:18 2025-02-23 15:52:03 2025-02-23 05:19:18 2025-02-23 03:37:00 2025-02-23 02:24:05 2025-02-22 21:42:38 2025-02-22 20:02:39 2025-02-22 19:58:52 2025-02-22 19:53:47 2025-02-22 06:39:05 2025-02-22 06:36:16 2025-02-22 06:17:46 2025-02-22 06:14:18 2025-02-22 06:09:41 2025-02-22 05:58:56 2025-02-22 04:34:13 2025-02-22 04:22:08 2025-02-22 04:18:21

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Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 34 of 597 2025-02-22 03:14:42 2025-02-22 02:51:33 2025-02-22 02:28:55 2025-02-22 02:24:57 2025-02-22 02:13:38 2025-02-22 01:56:48 2025-02-22 01:38:50 2025-02-22 00:01:24 2025-02-21 22:24:45 2025-02-21 22:07:43 2025-02-21 21:25:40 2025-02-21 21:15:23 2025-02-21 20:30:32 2025-02-21 19:47:28 2025-02-21 14:33:01 2025-02-21 13:48:49 2025-02-21 13:35:13 2025-02-21 08:08:41 2025-02-21 07:23:44 2025-02-21 07:05:13 2025-02-21 06:11:56 2025-02-21 05:02:57 2025-02-21 04:48:40 2025-02-21 02:03:09 2025-02-21 02:02:11 2025-02-20 22:46:19 2025-02-20 20:30:12 2025-02-20 15:11:09 2025-02-20 14:21:18 2025-02-20 06:07:29 2025-02-20 01:46:55 2025-02-20 00:52:14 2025-02-19 22:18:17 2025-02-19 20:24:26 2025-02-19 18:51:42 2025-02-19 18:48:02 2025-02-19 18:34:34 2025-02-19 12:33:21 2025-02-19 07:59:53 2025-02-19 06:19:15 2025-02-19 05:34:54 2025-02-19 05:25:12 2025-02-19 05:10:05 2025-02-19 04:53:25 2025-02-19 04:32:53

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Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 35 of 597 2025-02-18 23:30:05 2025-02-18 22:32:09 2025-02-18 22:30:03 2025-02-18 21:51:05 2025-02-18 21:38:55 2025-02-18 21:13:29 2025-02-18 20:58:13 2025-02-18 20:17:19 2025-02-18 19:14:37 2025-02-18 19:10:33 2025-02-18 18:44:57 2025-02-18 06:34:16 2025-02-18 00:26:55 2025-02-18 00:01:33 2025-02-17 23:33:04 2025-02-17 23:16:20 2025-02-17 23:11:41 2025-02-17 21:18:33 2025-02-17 20:28:52 2025-02-17 19:01:32 2025-02-17 18:37:05 2025-02-17 18:00:50 2025-02-17 08:56:37 2025-02-17 08:09:32 2025-02-17 07:08:42 2025-02-17 06:13:39 2025-02-17 05:47:42 2025-02-17 01:28:45 2025-02-17 01:09:25 2025-02-16 22:51:33 2025-02-16 20:59:21 2025-02-16 20:04:32 2025-02-16 06:31:19 2025-02-16 06:01:39 2025-02-16 04:19:53 2025-02-16 04:14:15 2025-02-16 04:05:59 2025-02-16 03:56:56 2025-02-16 03:54:32 2025-02-16 03:40:12 2025-02-16 03:01:03 2025-02-16 01:54:54 2025-02-16 00:23:58 2025-02-16 00:03:23 2025-02-15 23:51:34 2025-02-15 23:37:47 2025-02-15 23:09:16 2025-02-15 23:00:33 2025-02-15 22:42:32 2025-02-15 22:31:19

2025-02-15 21:56:29

2025-02-14 13:46:35 2025-02-14 13:42:06 2025-02-14 10:21:49 2025-02-14 09:51:15 2025-02-14 09:15:26 2025-02-14 04:19:46 2025-02-14 04:08:14 2025-02-14 03:08:54 2025-02-14 03:01:06 2025-02-14 02:49:21 2025-02-14 02:33:22 2025-02-14 00:41:52 2025-02-13 23:37:42

2025-02-12 21:31:37 2025-02-12 20:52:04 2025-02-12 20:19:56 2025-02-12 20:16:54 2025-02-12 20:14:46 2025-02-12 20:00:22 2025-02-12 19:54:23 2025-02-12 14:33:38 2025-02-12 06:47:11 2025-02-12 05:55:42 2025-02-12 05:45:09

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 38 of 597 2025-02-12 05:34:32 2025-02-12 05:22:52 2025-02-12 05:00:15 2025-02-12 03:57:05 2025-02-12 03:42:54 2025-02-12 03:26:39 2025-02-12 03:22:15 2025-02-12 02:59:56 2025-02-12 02:30:58 2025-02-12 02:22:33 2025-02-11 22:13:37 2025-02-11 22:08:44 2025-02-11 21:01:05 2025-02-11 20:58:51 2025-02-11 20:37:48 2025-02-11 19:55:12 2025-02-11 19:44:49 2025-02-11 19:32:27 2025-02-11 17:47:27 2025-02-11 17:43:21 2025-02-11 14:54:19 2025-02-11 08:42:51 2025-02-11 08:38:05 2025-02-11 08:28:45 2025-02-11 08:06:29 2025-02-11 07:51:19 2025-02-11 07:08:57 2025-02-11 06:38:07 2025-02-11 06:31:38 2025-02-11 06:10:57 2025-02-11 06:07:15 2025-02-11 06:03:11 2025-02-11 05:50:44 2025-02-11 05:43:25 2025-02-11 05:19:56 2025-02-11 05:10:21 2025-02-11 04:23:44 2025-02-11 04:20:59 2025-02-11 03:34:45 2025-02-11 02:43:51 2025-02-11 02:37:28 2025-02-11 02:06:43 2025-02-11 01:52:28 2025-02-11 01:49:49 2025-02-11 00:23:11 2025-02-11 00:21:01 2025-02-10 23:42:06 2025-02-10 23:37:38 2025-02-10 22:25:19 2025-02-10 22:10:36

2025-02-10 21:50:39

2025-02-08 23:53:47 2025-02-08 22:03:57 2025-02-08 14:44:10 2025-02-08 08:57:39 2025-02-08 08:53:06 2025-02-08 08:41:36 2025-02-08 08:35:09 2025-02-08 05:04:29 2025-02-08 03:46:52 2025-02-08 02:50:45 2025-02-07 20:30:22 2025-02-07 19:27:53 2025-02-07 08:58:10

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 40 of 597 2025-02-06 23:24:01 2025-02-06 22:06:53 2025-02-06 21:40:00 2025-02-06 19:52:12 2025-02-06 16:28:29 2025-02-06 16:27:06 2025-02-06 16:17:10 2025-02-06 15:50:33 2025-02-06 15:47:52 2025-02-06 04:02:04 2025-02-06 01:55:31 2025-02-06 01:43:09 2025-02-06 00:55:08 2025-02-06 00:54:53 2025-02-05 23:22:17 2025-02-05 21:59:37 2025-02-05 20:21:46 2025-02-05 16:01:21 2025-02-05 15:58:43 2025-02-05 15:49:28 2025-02-05 15:40:31 2025-02-05 15:16:00 2025-02-05 15:00:21 2025-02-05 14:53:35 2025-02-05 14:50:03 2025-02-05 14:46:06 2025-02-05 14:37:07 2025-02-05 14:12:51 2025-02-05 01:28:35 2025-02-05 01:00:52 2025-02-05 00:49:46 2025-02-05 00:41:29 2025-02-05 00:35:26 2025-02-05 00:09:50 2025-02-04 23:51:14 2025-02-04 23:41:29 2025-02-04 22:41:12 2025-02-04 22:26:42 2025-02-04 22:23:00 2025-02-04 22:19:36 2025-02-04 22:15:53 2025-02-04 21:47:36 2025-02-04 21:18:41 2025-02-04 21:13:21 2025-02-04 21:04:09 2025-02-04 20:54:07 2025-02-04 20:42:19 2025-02-04 19:58:24 2025-02-04 10:01:24 2025-02-04 09:51:58

2025-02-04 09:50:30

2025-02-01 22:45:17 2025-02-01 22:29:56 2025-02-01 21:59:21 2025-02-01 21:50:41 2025-02-01 21:00:43 2025-02-01 18:49:01 2025-02-01 18:02:58 2025-02-01 17:39:41 2025-02-01 12:21:39 2025-02-01 11:18:00

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 42 of 597 2025-02-01 07:21:43 2025-02-01 04:40:09 2025-02-01 04:31:56 2025-02-01 04:25:53 2025-02-01 04:22:12 2025-02-01 02:59:04 2025-02-01 02:29:04 2025-02-01 01:14:47 2025-01-31 23:47:37 2025-01-31 21:11:34 2025-01-31 20:27:56 2025-01-31 19:49:16 2025-01-31 17:10:48 2025-01-31 04:27:16 2025-01-31 03:34:55 2025-01-31 02:23:57 2025-01-31 00:56:22 2025-01-30 21:26:34 2025-01-30 21:02:25 2025-01-30 20:24:18 2025-01-30 19:11:58 2025-01-30 18:45:56 2025-01-30 04:21:41 2025-01-30 01:00:07 2025-01-30 00:50:53 2025-01-29 20:30:21 2025-01-29 20:24:34 2025-01-29 20:06:40 2025-01-29 20:04:10 2025-01-29 19:59:32 2025-01-29 19:35:56 2025-01-29 19:31:19 2025-01-29 19:29:11 2025-01-29 19:23:49 2025-01-29 18:58:17 2025-01-29 18:54:32 2025-01-29 18:52:07 2025-01-29 18:35:14 2025-01-29 08:42:23 2025-01-29 04:24:34 2025-01-29 03:37:02 2025-01-29 03:09:55 2025-01-29 02:57:26 2025-01-29 02:01:49 2025-01-28 09:55:02 2025-01-28 09:54:04 2025-01-28 09:02:47

2025-01-28 07:08:14 2025-01-28 04:13:05 2025-01-28 00:13:52 2025-01-27 23:14:16

2025-01-24 22:06:21 2025-01-24 22:00:09 2025-01-24 21:55:37 2025-01-24 21:35:18 2025-01-24 21:14:37 2025-01-24 21:11:24 2025-01-24 21:00:11

2025-01-22 04:18:12 2025-01-22 03:41:25 2025-01-22 03:05:11 2025-01-21 21:07:36 2025-01-21 20:54:15 2025-01-21 20:41:36 2025-01-21 20:41:23 2025-01-21 20:36:27 2025-01-21 20:13:58 2025-01-21 19:46:18 2025-01-21 19:28:01 2025-01-21 18:48:20 2025-01-21 11:21:43 2025-01-21 06:07:12

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 45 of 597 2025-01-21 04:38:45 2025-01-21 03:44:20 2025-01-21 02:31:57 2025-01-20 23:02:31 2025-01-20 22:32:32 2025-01-20 18:34:53 2025-01-20 00:25:06 2025-01-19 19:22:24 2025-01-19 03:18:07 2025-01-18 22:31:13 2025-01-18 21:42:49 2025-01-18 21:42:10 2025-01-18 08:17:44 2025-01-18 04:30:06 2025-01-18 04:06:27 2025-01-18 03:48:08 2025-01-18 03:33:18 2025-01-18 02:39:20 2025-01-18 00:20:48 2025-01-17 20:17:07 2025-01-17 04:10:55 2025-01-16 21:18:55 2025-01-16 05:10:47 2025-01-16 04:39:19 2025-01-16 03:14:06 2025-01-16 02:49:28 2025-01-15 23:31:55 2025-01-15 23:22:46 2025-01-15 23:21:40 2025-01-15 22:21:11 2025-01-15 20:51:42 2025-01-15 20:40:35 2025-01-15 20:31:35 2025-01-14 23:00:46 2025-01-14 21:26:41 2025-01-14 20:30:48 2025-01-14 19:38:44 2025-01-14 19:13:39 2025-01-14 18:56:09 2025-01-14 05:22:36 2025-01-13 22:38:10 2025-01-13 22:18:17 2025-01-13 03:50:47 2025-01-13 02:32:49 2025-01-12 22:27:37 2025-01-12 19:18:37 2025-01-11 22:03:49 2025-01-11 19:33:14 2025-01-11 17:33:42

2025-01-11 16:20:49 2025-01-11 05:55:22

2025-01-08 13:52:16 2025-01-08 13:50:00 2025-01-08 13:46:29 2025-01-08 13:44:11 2025-01-08 13:14:01 2025-01-08 04:32:51 2025-01-08 03:29:06 2025-01-08 02:37:17 2025-01-07 19:56:00 2025-01-07 19:48:36 2025-01-07 19:32:30 2025-01-07 18:44:28 2025-01-07 18:42:05

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 47 of 597 2025-01-07 18:24:34 2025-01-07 06:54:28 2025-01-07 06:49:09 2025-01-07 05:40:52 2025-01-07 03:25:20 2025-01-07 02:25:19 2025-01-07 02:21:48 2025-01-07 02:06:06 2025-01-07 01:56:24 2025-01-07 01:52:47 2025-01-07 01:22:19 2025-01-07 01:16:28 2025-01-07 01:12:31 2025-01-07 01:02:10 2025-01-07 00:57:48 2025-01-07 00:48:51 2025-01-07 00:45:07 2025-01-06 23:21:20 2025-01-06 23:06:59 2025-01-06 18:16:49 2025-01-06 18:08:27 2025-01-06 18:04:29 2025-01-06 12:29:41 2025-01-06 12:24:40 2025-01-06 06:02:15 2025-01-06 05:55:10 2025-01-06 05:51:55 2025-01-06 05:42:51 2025-01-06 05:41:23 2025-01-06 05:34:54 2025-01-06 05:22:59 2025-01-06 05:04:21 2025-01-06 04:21:37 2025-01-06 04:07:24 2025-01-06 03:57:33 2025-01-06 03:39:58 2025-01-06 03:33:15 2025-01-06 03:30:29 2025-01-06 00:08:17 2025-01-05 21:37:46 2025-01-05 21:15:08 2025-01-05 21:03:47 2025-01-05 20:38:56 2025-01-05 20:13:42 2025-01-05 18:49:16 2025-01-05 07:23:49 2025-01-05 05:43:05 2025-01-05 05:01:39 2025-01-05 04:07:12

2025-01-05 03:50:38 2025-01-05 03:14:41

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 48 of 597 2025-01-05 01:10:30 2025-01-04 20:43:40 2025-01-04 20:39:40 2025-01-04 20:24:05 2025-01-04 20:07:44 2025-01-04 15:45:58 2025-01-04 11:39:34 2025-01-04 11:22:38 2025-01-04 11:17:20 2025-01-04 09:21:49 2025-01-04 09:17:59 2025-01-04 05:19:42 2025-01-04 05:02:57 2025-01-04 04:49:59 2025-01-04 03:09:14 2025-01-04 01:50:45 2025-01-04 00:00:56 2025-01-03 23:30:55 2025-01-03 20:03:36 2025-01-03 19:51:10 2025-01-03 19:47:10 2025-01-03 19:42:02 2025-01-03 19:39:56 2025-01-03 18:44:12 2025-01-03 18:40:18 2025-01-03 18:39:56 2025-01-03 14:16:06 2025-01-03 13:47:19 2025-01-03 13:26:13 2025-01-03 12:08:09 2025-01-03 12:05:22 2025-01-03 11:41:18 2025-01-03 11:31:51 2025-01-03 07:28:20 2025-01-03 07:23:32 2025-01-03 05:49:36 2025-01-02 19:23:55 2025-01-02 19:19:41 2025-01-02 19:19:39 2025-01-02 19:14:05 2025-01-02 19:09:03 2025-01-02 19:03:02 2025-01-02 18:52:29 2025-01-02 18:42:24 2025-01-02 06:52:51 2025-01-02 06:44:59 2025-01-02 06:40:32 2025-01-02 06:39:48 2025-01-02 06:34:38

2025-01-02 06:31:46 2025-01-02 04:49:42

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 49 of 597 2025-01-02 04:46:36 2025-01-02 04:28:19 2025-01-02 04:24:35 2025-01-02 04:05:26 2025-01-02 03:30:22 2025-01-02 03:28:07 2025-01-01 23:55:21 2025-01-01 23:38:26 2025-01-01 23:08:04 2025-01-01 22:42:45 2025-01-01 22:34:01 2025-01-01 21:59:34 2025-01-01 21:29:04 2025-01-01 21:13:10 2025-01-01 20:59:39 2025-01-01 20:48:54 2025-01-01 20:40:22 2025-01-01 07:50:00 2025-01-01 07:30:45 2025-01-01 07:20:38 2025-01-01 07:15:05 2025-01-01 06:30:43 2025-01-01 06:28:51 2025-01-01 06:25:59 2025-01-01 06:14:26 2025-01-01 06:13:28 2025-01-01 05:58:25 2025-01-01 05:46:52 2025-01-01 05:45:24 2025-01-01 05:42:36 2025-01-01 05:14:10 2025-01-01 04:54:16 2025-01-01 04:47:20 2025-01-01 04:27:45 2025-01-01 04:02:56 2025-01-01 03:59:55 2025-01-01 03:54:13 2025-01-01 03:27:36 2025-01-01 03:13:16 2025-01-01 03:00:53 2025-01-01 02:55:13 2025-01-01 02:47:25 2025-01-01 02:36:46 2025-01-01 02:32:42 2025-01-01 02:24:18 2025-01-01 02:16:28 2024-12-31 22:58:52 2024-12-31 21:10:58 2024-12-31 16:53:21

2024-12-31 08:10:42 2024-12-31 07:55:41

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 50 of 597 2024-12-31 07:53:24 2024-12-31 07:49:42 2024-12-31 07:46:56 2024-12-31 07:32:28 2024-12-31 07:31:50 2024-12-31 05:02:23 2024-12-31 03:36:59 2024-12-31 03:06:20 2024-12-31 02:52:54 2024-12-31 02:43:38 2024-12-31 02:01:30 2024-12-31 00:14:43 2024-12-31 00:05:35 2024-12-31 00:03:21 2024-12-31 00:01:08 2024-12-30 23:03:23 2024-12-30 22:56:25 2024-12-30 22:33:57 2024-12-30 22:18:35 2024-12-30 21:01:43 2024-12-30 20:57:56 2024-12-30 19:55:44 2024-12-30 19:52:17 2024-12-30 19:41:24 2024-12-30 19:33:45 2024-12-30 19:31:41 2024-12-30 19:15:06 2024-12-30 19:10:39 2024-12-30 18:12:03 2024-12-30 08:13:09 2024-12-30 07:41:53 2024-12-30 07:11:51 2024-12-30 06:22:46 2024-12-30 05:24:30 2024-12-30 02:00:06 2024-12-30 00:50:21 2024-12-30 00:41:08 2024-12-30 00:15:33 2024-12-29 23:46:01 2024-12-29 23:35:02 2024-12-29 23:18:22 2024-12-29 23:08:53 2024-12-29 22:47:48 2024-12-29 20:54:43 2024-12-29 20:27:50 2024-12-29 20:20:08 2024-12-29 20:14:38 2024-12-29 18:49:35 2024-12-29 17:34:55 2024-12-29 16:56:52

2024-12-29 01:44:35

2024-12-27 19:36:32 2024-12-27 19:36:30 2024-12-27 18:48:46 2024-12-27 18:42:16 2024-12-27 04:21:09 2024-12-27 02:30:10 2024-12-27 00:35:55 2024-12-27 00:29:49 2024-12-26 23:45:10 2024-12-26 22:40:25 2024-12-26 22:05:42 2024-12-26 21:30:17 2024-12-26 21:25:00

2024-12-25 03:06:00 2024-12-25 02:58:43 2024-12-25 02:17:21 2024-12-25 02:12:11 2024-12-25 02:11:47 2024-12-25 01:40:43 2024-12-25 01:24:45 2024-12-25 01:05:13

2024-12-23 22:35:36 2024-12-23 22:28:06 2024-12-23 22:25:35 2024-12-23 22:18:49 2024-12-23 21:24:56 2024-12-23 20:08:52 2024-12-23 20:04:54 2024-12-23 17:38:49 2024-12-23 17:20:35 2024-12-23 07:07:51 2024-12-23 01:41:15 2024-12-23 01:33:32 2024-12-23 01:27:41 2024-12-23 01:25:14

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 54 of 597 2024-12-23 01:19:34 2024-12-23 01:07:15 2024-12-23 00:59:34 2024-12-23 00:46:57 2024-12-23 00:37:51 2024-12-23 00:02:42 2024-12-22 23:55:44 2024-12-22 23:51:26 2024-12-22 23:49:02 2024-12-22 23:20:10 2024-12-22 23:14:17 2024-12-22 23:05:51 2024-12-22 22:53:46 2024-12-22 22:50:52 2024-12-22 22:27:33 2024-12-22 22:23:12 2024-12-22 22:17:09 2024-12-22 22:17:07 2024-12-22 22:04:56 2024-12-22 22:00:23 2024-12-22 21:54:23 2024-12-22 21:40:37 2024-12-22 20:54:10 2024-12-22 19:08:35 2024-12-22 18:19:53 2024-12-22 18:03:14 2024-12-22 04:55:11 2024-12-22 03:50:22 2024-12-22 03:31:31 2024-12-22 03:13:27 2024-12-22 03:05:03 2024-12-22 02:52:07 2024-12-22 02:23:04 2024-12-22 01:27:01 2024-12-22 00:03:55 2024-12-21 23:34:03 2024-12-21 23:25:13 2024-12-21 23:04:24 2024-12-21 21:12:13 2024-12-21 20:20:45 2024-12-21 20:17:53 2024-12-21 20:10:41 2024-12-21 20:06:58 2024-12-21 19:28:49 2024-12-21 18:09:00 2024-12-21 17:58:04 2024-12-21 17:46:46

2024-12-21 06:41:51 2024-12-21 06:34:01 2024-12-21 06:25:00 2024-12-21 05:25:04

2024-12-18 20:04:02 2024-12-18 20:01:41 2024-12-18 19:26:58 2024-12-18 19:21:34 2024-12-18 19:14:55 2024-12-18 18:34:22 2024-12-18 18:11:47 2024-12-18 18:01:21 2024-12-18 17:16:57 2024-12-18 08:33:32 2024-12-18 00:30:41 2024-12-16 22:34:45 2024-12-16 22:28:32

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 56 of 597 2024-12-16 22:24:57 2024-12-16 22:21:23 2024-12-16 03:33:41 2024-12-16 02:51:15 2024-12-16 01:57:17 2024-12-16 01:52:24 2024-12-16 01:30:24 2024-12-16 01:03:48 2024-12-16 00:58:56 2024-12-16 00:42:37 2024-12-16 00:29:25 2024-12-15 23:49:40 2024-12-15 23:39:13 2024-12-15 23:32:36 2024-12-15 19:39:36 2024-12-15 19:10:13 2024-12-15 19:04:09 2024-12-15 18:57:56 2024-12-15 18:52:35 2024-12-15 18:51:06 2024-12-15 18:36:35 2024-12-15 17:13:18 2024-12-15 16:50:51 2024-12-15 16:43:44 2024-12-15 15:52:44 2024-12-15 15:48:56 2024-12-15 02:19:23 2024-12-15 01:44:29 2024-12-15 00:48:50 2024-12-14 22:55:12 2024-12-14 16:45:33 2024-12-14 14:48:39 2024-12-14 11:00:24 2024-12-14 07:37:10 2024-12-14 06:03:40 2024-12-13 23:40:54 2024-12-13 23:01:46 2024-12-13 22:40:14 2024-12-13 21:47:49 2024-12-13 04:24:25 2024-12-13 01:13:31 2024-12-13 01:07:18 2024-12-13 00:48:12 2024-12-13 00:41:47 2024-12-12 23:48:27 2024-12-12 20:08:18 2024-12-12 19:13:48 2024-12-12 19:13:43 2024-12-12 09:22:50 2024-12-12 09:13:32

2024-12-12 08:36:53

2024-12-09 17:56:03 2024-12-08 22:27:43 2024-12-08 22:27:43 2024-12-08 21:31:54 2024-12-08 21:25:21 2024-12-08 20:57:46 2024-12-08 20:54:38 2024-12-08 20:43:40 2024-12-08 20:33:05 2024-12-08 20:29:38 2024-12-08 20:29:38 2024-12-08 20:24:13

2024-12-06 20:40:38 2024-12-06 20:03:13 2024-12-06 20:02:55 2024-12-06 19:47:10 2024-12-06 19:44:12 2024-12-06 19:32:05 2024-12-06 19:06:09 2024-12-06 04:34:41 2024-12-06 04:08:24 2024-12-06 03:54:56 2024-12-06 03:46:10 2024-12-06 02:25:19 2024-12-06 00:30:43

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 59 of 597 2024-12-05 23:57:01 2024-12-05 23:33:45 2024-12-05 22:35:50 2024-12-05 22:19:29 2024-12-05 22:11:54 2024-12-05 22:08:57 2024-12-05 21:50:48 2024-12-05 21:44:29 2024-12-05 21:37:23 2024-12-05 20:30:18 2024-12-05 20:23:46 2024-12-05 19:55:12 2024-12-05 19:51:11 2024-12-05 19:46:04 2024-12-05 18:59:06 2024-12-05 18:29:58 2024-12-05 05:29:00 2024-12-05 03:15:28 2024-12-05 03:10:26 2024-12-05 02:56:23 2024-12-04 22:19:56 2024-12-04 21:48:10 2024-12-04 21:05:58 2024-12-04 21:00:23 2024-12-04 20:51:48 2024-12-04 20:20:59 2024-12-04 19:28:53 2024-12-04 18:55:07 2024-12-04 18:19:22 2024-12-04 18:00:24 2024-12-04 17:02:35 2024-12-04 08:28:40 2024-12-04 04:13:19 2024-12-04 01:44:20 2024-12-04 00:30:18 2024-12-04 00:11:40 2024-12-04 00:05:07 2024-12-03 23:21:53 2024-12-03 22:50:11 2024-12-03 22:37:58 2024-12-03 22:27:52 2024-12-03 22:20:02 2024-12-03 21:45:15 2024-12-03 21:41:10 2024-12-03 21:30:51 2024-12-03 21:23:40 2024-12-03 21:18:28 2024-12-03 20:45:52 2024-12-03 20:10:55 2024-12-03 20:00:52

2024-12-03 19:52:24

2024-11-30 04:46:26 2024-11-30 04:39:43 2024-11-30 04:31:59 2024-11-29 03:09:47 2024-11-28 23:13:33 2024-11-28 22:55:15 2024-11-28 22:38:22

2024-11-23 21:57:36 2024-11-23 20:33:35 2024-11-23 09:34:00 2024-11-23 08:53:13 2024-11-23 08:53:13 2024-11-23 08:04:00 2024-11-23 03:10:54 2024-11-23 03:05:20 2024-11-23 02:53:42 2024-11-23 02:34:58 2024-11-23 02:26:25 2024-11-23 02:26:25 2024-11-23 02:16:41 2024-11-23 02:16:41

2024-11-19 01:14:26 2024-11-18 16:59:39 2024-11-18 01:41:27 2024-11-18 01:00:07 2024-11-18 00:48:16

2024-11-12 00:14:47 2024-11-12 00:12:36 2024-11-11 21:39:44 2024-11-11 19:17:16 2024-11-11 19:06:11 2024-11-11 19:00:16 2024-11-11 17:51:59 2024-11-11 17:17:59 2024-11-10 23:17:58 2024-11-10 19:38:41 2024-11-10 18:10:59 2024-11-10 17:57:02 2024-11-10 17:13:11

2024-11-08 17:28:39 2024-11-08 04:38:02 2024-11-08 04:34:10 2024-11-08 04:04:55 2024-11-08 03:17:19 2024-11-08 03:10:10 2024-11-08 03:03:19 2024-11-08 02:47:19 2024-11-08 02:25:54 2024-11-08 02:07:52 2024-11-08 01:52:40 2024-11-08 01:43:09 2024-11-08 01:13:36 2024-11-08 00:13:13 2024-11-07 23:39:12

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 65 of 597 2024-11-07 21:32:58 2024-11-07 20:55:12 2024-11-07 17:33:22 2024-11-07 16:31:42 2024-11-06 23:59:14 2024-11-06 23:43:07 2024-11-06 23:27:43 2024-11-06 22:07:57 2024-11-06 19:39:14 2024-11-06 19:19:48 2024-11-06 10:18:39 2024-11-05 21:06:13 2024-11-05 20:48:18 2024-11-05 20:16:41 2024-11-05 20:02:56 2024-11-05 19:41:26 2024-11-05 19:23:47 2024-11-05 19:14:37 2024-11-05 18:25:25 2024-11-05 17:39:11 2024-11-05 16:58:50 2024-11-05 16:32:37 2024-11-05 15:04:52 2024-11-05 00:49:30 2024-11-04 23:37:59 2024-11-04 21:30:10 2024-11-04 21:11:01 2024-11-04 18:36:03 2024-11-04 01:49:52 2024-11-03 20:55:35 2024-11-03 20:34:16 2024-11-03 20:19:25 2024-11-03 18:15:35 2024-11-02 19:06:06 2024-11-02 18:57:44 2024-11-01 21:25:24 2024-11-01 20:33:29 2024-11-01 20:22:58 2024-11-01 18:31:22 2024-11-01 18:03:45 2024-11-01 17:55:59 2024-11-01 17:51:40 2024-11-01 17:48:37 2024-11-01 17:36:42 2024-11-01 17:32:25 2024-11-01 03:54:57 2024-11-01 02:18:08 2024-11-01 00:17:55 2024-11-01 00:07:17 2024-10-31 23:59:51

2024-10-31 22:58:27

2024-10-29 18:34:05 2024-10-29 18:18:20 2024-10-29 18:10:39 2024-10-29 18:07:19 2024-10-29 18:03:29 2024-10-29 16:25:38 2024-10-29 15:30:49 2024-10-29 15:05:41 2024-10-29 13:57:15 2024-10-29 13:46:40 2024-10-29 13:30:43 2024-10-29 12:58:46

2024-10-22 08:33:17 2024-10-22 07:34:51 2024-10-22 07:22:20 2024-10-22 07:08:29 2024-10-22 06:55:45 2024-10-22 06:43:48 2024-10-22 02:23:12 2024-10-22 02:14:25 2024-10-22 02:54:10 2024-10-21 23:52:10 2024-10-21 22:57:27 2024-10-21 18:56:25 2024-10-21 06:07:21 2024-10-21 04:05:27

2024-10-18 17:26:15 2024-10-18 17:02:02 2024-10-18 16:22:16 2024-10-18 16:02:06 2024-10-18 04:36:50 2024-10-18 03:12:08 2024-10-18 03:07:35 2024-10-18 03:01:17 2024-10-18 02:58:46 2024-10-18 02:56:30 2024-10-18 02:56:30 2024-10-18 02:52:56 2024-10-18 02:27:38 2024-10-18 01:41:46 2024-10-18 01:28:16

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 69 of 597 2024-10-18 01:08:21 2024-10-18 00:45:25 2024-10-18 00:31:04 2024-10-18 00:25:30 2024-10-18 00:23:54 2024-10-17 23:45:06 2024-10-17 23:33:56 2024-10-17 23:29:02 2024-10-17 21:55:47 2024-10-17 21:11:04 2024-10-17 21:05:42 2024-10-17 20:21:53 2024-10-17 20:00:24 2024-10-17 19:50:50 2024-10-17 19:12:06 2024-10-17 18:38:14 2024-10-17 18:06:18 2024-10-17 17:29:23 2024-10-17 04:18:34 2024-10-17 03:20:31 2024-10-17 03:11:43 2024-10-17 03:07:21 2024-10-17 02:48:38 2024-10-17 02:30:11 2024-10-17 01:28:40 2024-10-17 00:59:51 2024-10-17 00:44:49 2024-10-17 00:23:02 2024-10-16 23:10:30 2024-10-16 22:53:47 2024-10-16 22:01:22 2024-10-16 21:37:18 2024-10-16 21:17:47 2024-10-16 21:02:09 2024-10-16 20:27:41 2024-10-16 19:08:33 2024-10-16 18:53:26 2024-10-16 17:43:28 2024-10-16 17:33:16 2024-10-16 17:06:14 2024-10-16 12:10:40 2024-10-16 05:21:07 2024-10-16 05:02:14 2024-10-16 03:26:18 2024-10-16 01:16:31 2024-10-16 00:58:15 2024-10-16 00:46:00 2024-10-16 00:15:38 2024-10-15 23:42:12 2024-10-15 22:53:06

2024-10-15 22:32:47

2024-10-14 17:17:03 2024-10-14 16:52:01 2024-10-14 16:44:58 2024-10-14 16:30:02 2024-10-14 08:19:05 2024-10-14 07:14:44 2024-10-14 07:06:00 2024-10-14 07:06:00 2024-10-14 06:51:40 2024-10-14 06:45:55 2024-10-14 06:17:24 2024-10-14 05:46:23 2024-10-14 03:41:43 2024-10-14 02:19:30

2024-10-13 02:57:26 2024-10-13 02:21:51 2024-10-13 02:10:39 2024-10-13 01:52:05 2024-10-13 01:05:11 2024-10-13 00:46:48 2024-10-13 00:42:44 2024-10-13 00:38:03 2024-10-13 00:11:41 2024-10-13 00:03:49 2024-10-12 23:55:33 2024-10-12 23:00:03 2024-10-12 22:49:20 2024-10-12 20:24:30

2024-10-10 12:33:09 2024-10-10 12:14:48 2024-10-10 11:55:06 2024-10-10 11:27:21 2024-10-10 04:34:01 2024-10-10 03:26:03 2024-10-10 03:20:55 2024-10-10 02:57:47 2024-10-10 01:57:46 2024-10-10 01:41:14 2024-10-10 01:33:21 2024-10-10 01:29:36

2024-10-08 12:45:57 2024-10-08 12:16:07 2024-10-08 03:54:51 2024-10-08 03:16:55 2024-10-08 00:46:09 2024-10-07 22:39:51 2024-10-07 21:17:09 2024-10-07 20:59:07 2024-10-07 20:43:31 2024-10-07 19:16:02 2024-10-07 18:37:34 2024-10-07 16:45:30 2024-10-07 16:01:03

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 74 of 597 2024-10-07 15:52:11 2024-10-07 15:11:52 2024-10-07 07:33:36 2024-10-07 06:28:33 2024-10-07 06:00:17 2024-10-07 05:46:04 2024-10-07 05:40:36 2024-10-07 04:58:12 2024-10-07 04:17:02 2024-10-07 04:13:24 2024-10-07 03:02:13 2024-10-07 02:54:35 2024-10-07 01:19:15 2024-10-06 23:39:47 2024-10-06 23:11:10 2024-10-06 22:59:03 2024-10-06 22:44:25 2024-10-06 22:32:03 2024-10-06 22:28:12 2024-10-06 22:07:25 2024-10-06 22:02:18 2024-10-06 21:28:29 2024-10-06 21:02:14 2024-10-06 20:58:14 2024-10-06 19:05:33 2024-10-06 05:19:55 2024-10-06 05:17:16 2024-10-06 05:11:02 2024-10-06 05:10:30 2024-10-06 05:09:49 2024-10-06 05:09:02 2024-10-06 05:05:00 2024-10-06 05:04:03 2024-10-06 05:02:54 2024-10-06 05:00:39 2024-10-06 04:55:43 2024-10-06 04:55:19 2024-10-06 04:52:53 2024-10-06 04:45:04 2024-10-06 03:38:15 2024-10-06 01:56:13 2024-10-06 00:49:08 2024-10-06 00:25:44 2024-10-06 00:15:05 2024-10-05 23:12:27 2024-10-05 22:52:17 2024-10-05 20:04:23 2024-10-05 19:50:11 2024-10-05 19:21:01 2024-10-05 18:41:28

2024-10-05 17:49:17

2024-10-04 19:07:24 2024-10-04 18:52:18 2024-10-04 18:49:18 2024-10-04 18:49:17 2024-10-04 18:47:02 2024-10-04 18:31:01 2024-10-04 16:56:55 2024-10-04 08:03:23 2024-10-04 01:32:16

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 76 of 597 2024-10-03 23:40:38 2024-10-03 22:32:57 2024-10-03 21:28:53 2024-10-03 21:12:15 2024-10-03 20:45:02 2024-10-03 20:16:10 2024-10-03 19:30:07 2024-10-03 19:05:48 2024-10-03 18:47:49 2024-10-03 17:26:36 2024-10-03 17:09:01 2024-10-03 09:51:36 2024-10-03 09:32:28 2024-10-03 07:30:32 2024-10-03 04:00:11 2024-10-03 02:59:42 2024-10-03 02:49:28 2024-10-03 01:18:17 2024-10-03 01:08:45 2024-10-03 01:08:45 2024-10-03 00:51:24 2024-10-03 00:48:23 2024-10-03 00:08:44 2024-10-02 23:49:26 2024-10-02 22:37:07 2024-10-02 21:55:49 2024-10-02 21:38:43 2024-10-02 21:11:14 2024-10-02 20:50:14 2024-10-02 20:47:03 2024-10-02 20:32:39 2024-10-02 20:29:08 2024-10-02 20:05:15 2024-10-02 19:59:03 2024-10-02 19:58:38 2024-10-02 19:29:14 2024-10-02 18:42:18 2024-10-02 18:33:53 2024-10-02 18:28:24 2024-10-02 18:06:04 2024-10-02 17:45:18 2024-10-02 17:37:10 2024-10-02 17:25:35 2024-10-02 17:22:18 2024-10-02 17:20:12 2024-10-02 16:55:02 2024-10-02 16:19:34 2024-10-02 11:06:06 2024-10-02 03:02:51

2024-10-02 01:49:37 2024-10-02 01:27:06

2024-10-01 01:17:20 2024-10-01 01:16:50 2024-10-01 00:45:29 2024-10-01 00:23:09 2024-10-01 00:20:30 2024-10-01 00:20:27 2024-10-01 00:16:41 2024-10-01 00:10:11 2024-10-01 00:03:28 2024-09-30 23:49:11 2024-09-30 23:44:34 2024-09-30 23:09:02 2024-09-30 22:23:02 2024-09-30 22:20:42

2024-09-29 20:25:07 2024-09-29 19:35:56 2024-09-29 19:08:37 2024-09-29 18:36:40 2024-09-29 18:24:52 2024-09-29 18:05:26 2024-09-29 17:26:05 2024-09-29 05:24:17 2024-09-29 04:50:09 2024-09-29 04:44:05 2024-09-29 03:36:52 2024-09-29 03:14:09 2024-09-29 03:13:34 2024-09-29 03:02:58

2024-09-27 20:20:15 2024-09-27 19:51:45 2024-09-27 19:28:13 2024-09-27 19:21:38 2024-09-27 19:07:40 2024-09-27 18:57:33 2024-09-27 18:27:21 2024-09-27 18:06:57 2024-09-27 16:11:33 2024-09-27 15:55:05 2024-09-27 15:49:05 2024-09-27 15:23:24 2024-09-27 15:16:22 2024-09-27 15:16:22

2024-09-26 07:04:09 2024-09-26 06:40:33 2024-09-26 05:58:42 2024-09-26 05:38:28 2024-09-26 05:28:21 2024-09-26 05:08:42 2024-09-26 04:32:44 2024-09-26 03:37:27 2024-09-26 03:21:31 2024-09-26 03:00:13 2024-09-26 00:37:03 2024-09-26 00:17:34 2024-09-25 23:57:58 2024-09-25 23:22:53 2024-09-25 22:47:19 2024-09-25 22:39:51

2024-09-24 18:41:49 2024-09-24 17:45:57 2024-09-24 16:57:43 2024-09-24 16:51:27 2024-09-24 16:49:15 2024-09-24 16:40:23 2024-09-24 16:34:51 2024-09-24 16:34:51 2024-09-24 09:05:21 2024-09-24 07:42:36 2024-09-24 06:12:31 2024-09-24 05:07:19 2024-09-24 05:02:53 2024-09-24 04:56:57

2024-09-22 22:08:46 2024-09-22 21:49:01 2024-09-22 21:38:07 2024-09-22 21:19:22 2024-09-22 21:05:46 2024-09-22 20:13:09 2024-09-22 19:41:30 2024-09-22 17:02:06 2024-09-22 05:58:58 2024-09-22 05:38:07 2024-09-22 05:25:47 2024-09-22 05:19:44 2024-09-22 04:28:59 2024-09-22 03:41:04

2024-09-19 23:33:46 2024-09-19 22:50:27 2024-09-19 22:48:27 2024-09-19 21:18:25 2024-09-19 20:26:42 2024-09-19 19:56:01 2024-09-19 19:51:58 2024-09-19 19:05:39 2024-09-19 18:56:27 2024-09-19 18:49:46 2024-09-19 18:23:24 2024-09-19 17:59:49 2024-09-19 17:49:23

2024-09-17 19:35:20 2024-09-17 19:35:12 2024-09-17 18:33:55 2024-09-17 17:59:03 2024-09-17 17:30:50 2024-09-17 16:28:46 2024-09-17 03:27:53 2024-09-17 01:26:41 2024-09-16 23:54:02 2024-09-16 23:27:29 2024-09-16 20:47:43 2024-09-16 19:54:22 2024-09-16 19:45:24 2024-09-16 19:20:26 2024-09-16 19:12:36 2024-09-16 18:49:37

2024-09-14 01:15:59 2024-09-14 00:48:00 2024-09-13 23:40:41 2024-09-13 22:47:43 2024-09-13 22:34:06 2024-09-13 22:30:28 2024-09-13 22:22:29 2024-09-13 22:20:00 2024-09-13 22:17:48 2024-09-13 20:42:03 2024-09-13 20:07:05 2024-09-13 18:19:28 2024-09-13 18:06:54 2024-09-13 17:44:02 2024-09-13 17:40:15

2024-09-11 14:00:04 2024-09-11 13:45:46 2024-09-11 13:32:16 2024-09-11 13:28:01 2024-09-11 13:19:50 2024-09-11 03:39:54 2024-09-10 21:49:20 2024-09-10 21:49:20 2024-09-10 19:29:42 2024-09-10 19:25:06 2024-09-10 18:35:35 2024-09-10 09:31:12 2024-09-10 05:45:30 2024-09-10 05:08:06 2024-09-10 04:28:13

2024-09-07 19:49:42 2024-09-07 18:51:41 2024-09-07 16:37:42 2024-09-07 16:24:04 2024-09-07 16:18:13 2024-09-07 16:10:10 2024-09-07 05:43:19 2024-09-06 23:56:31 2024-09-06 23:55:13 2024-09-06 22:52:52 2024-09-06 22:27:05 2024-09-06 22:12:15 2024-09-06 19:07:32

2024-09-04 16:35:39 2024-09-04 05:28:55 2024-09-04 03:22:22 2024-09-03 21:50:42 2024-09-03 19:47:09 2024-09-03 19:24:27 2024-09-03 19:23:04 2024-09-03 19:21:11 2024-09-03 19:05:55 2024-09-03 19:01:26 2024-09-03 18:41:47 2024-09-03 18:41:22 2024-09-03 18:37:13 2024-09-03 05:06:24

2024-08-30 01:53:34 2024-08-29 20:37:47 2024-08-29 20:01:41 2024-08-29 19:28:37 2024-08-29 17:45:47 2024-08-29 05:19:42 2024-08-28 23:51:54 2024-08-28 20:52:17 2024-08-28 19:53:52 2024-08-28 19:04:32 2024-08-28 17:15:21 2024-08-28 17:05:43 2024-08-28 16:51:12

2024-08-26 16:28:30 2024-08-26 05:30:43 2024-08-25 20:06:08 2024-08-25 18:52:07 2024-08-25 18:00:36 2024-08-25 12:41:37 2024-08-25 05:00:49 2024-08-25 04:16:12 2024-08-24 19:06:24 2024-08-24 17:36:17 2024-08-24 06:27:04 2024-08-24 05:11:50 2024-08-24 02:00:34 2024-08-23 23:50:13 2024-08-23 23:34:49

2024-08-21 18:49:51 2024-08-21 17:54:26 2024-08-21 17:54:26 2024-08-21 17:02:52 2024-08-21 00:09:22 2024-08-20 23:23:35 2024-08-20 23:17:34 2024-08-20 21:46:28 2024-08-20 21:46:43 2024-08-20 21:26:43 2024-08-20 20:47:29 2024-08-20 20:47:29 2024-08-20 20:47:20 2024-08-20 20:27:00 2024-08-20 20:23:26 2024-08-20 20:19:05

2024-08-19 19:17:39 2024-08-19 18:58:33 2024-08-19 18:52:36 2024-08-19 18:29:43 2024-08-19 15:12:16 2024-08-19 03:14:14 2024-08-19 00:21:21 2024-08-19 00:01:34 2024-08-18 23:03:58 2024-08-18 22:59:08 2024-08-18 22:22:45 2024-08-18 22:11:26 2024-08-18 21:53:28 2024-08-18 21:17:12 2024-08-18 21:05:10

2024-08-17 02:31:53 2024-08-17 00:48:19 2024-08-17 00:32:40 2024-08-17 00:01:18 2024-08-16 23:59:08 2024-08-16 20:12:35 2024-08-16 18:48:11 2024-08-16 18:45:25 2024-08-16 18:20:21 2024-08-16 18:10:43 2024-08-16 12:16:50 2024-08-16 12:14:06 2024-08-16 11:19:25 2024-08-16 06:25:08

2024-08-13 01:46:40 2024-08-13 01:23:25 2024-08-13 01:14:36 2024-08-13 01:02:19 2024-08-13 00:46:58 2024-08-13 00:31:31 2024-08-13 00:29:00 2024-08-13 00:29:00 2024-08-12 21:08:20 2024-08-12 21:08:20 2024-08-12 19:25:04 2024-08-12 19:21:16 2024-08-12 18:49:06 2024-08-12 18:46:02

2024-08-10 17:23:45 2024-08-10 08:11:19 2024-08-10 05:11:54 2024-08-10 03:22:05 2024-08-10 02:18:57 2024-08-10 00:25:00 2024-08-09 23:15:39 2024-08-09 22:27:07 2024-08-09 18:55:43 2024-08-09 18:23:08 2024-08-09 17:58:27 2024-08-09 15:15:03 2024-08-09 14:01:52 2024-08-09 07:58:59 2024-08-09 06:59:32

2024-08-06 17:36:10 2024-08-06 17:09:24 2024-08-06 17:08:51 2024-08-06 16:55:31 2024-08-06 13:25:33 2024-08-06 08:24:18 2024-08-06 08:16:12 2024-08-06 07:18:00 2024-08-06 07:00:35 2024-08-06 06:37:12 2024-08-06 04:11:16 2024-08-06 04:07:20 2024-08-06 03:53:09 2024-08-06 03:50:57 2024-08-06 03:41:52

2024-08-04 02:52:29 2024-08-04 02:49:54 2024-08-04 00:46:04 2024-08-04 00:03:57 2024-08-03 22:09:47 2024-08-03 19:36:36 2024-08-03 16:53:00 2024-08-03 16:17:50 2024-08-03 04:02:13 2024-08-03 02:50:07

2024-07-31 17:24:23 2024-07-31 16:58:36 2024-07-31 16:35:30 2024-07-31 16:08:50 2024-07-31 15:56:32 2024-07-31 15:42:57 2024-07-31 15:10:52 2024-07-31 14:05:53 2024-07-31 13:59:22 2024-07-31 06:39:18 2024-07-31 05:07:11 2024-07-31 05:01:28 2024-07-31 01:29:28 2024-07-30 18:40:36

2024-07-28 23:52:06 2024-07-28 23:48:22 2024-07-28 22:03:41 2024-07-28 21:39:45 2024-07-28 21:05:59 2024-07-28 20:14:38 2024-07-28 19:58:08 2024-07-28 19:45:21 2024-07-28 19:07:17 2024-07-28 18:17:00 2024-07-28 18:16:00 2024-07-28 05:45:14 2024-07-28 05:22:29 2024-07-28 05:20:09 2024-07-28 05:11:58

2024-07-27 00:30:25 2024-07-26 22:58:12 2024-07-26 22:11:29 2024-07-26 19:59:27 2024-07-26 19:51:48 2024-07-26 19:40:19 2024-07-26 18:21:02 2024-07-26 17:13:09 2024-07-26 17:05:17 2024-07-26 09:59:17 2024-07-26 03:22:20 2024-07-26 02:31:41

2024-07-24 21:25:49 2024-07-24 21:03:14 2024-07-24 20:58:35 2024-07-24 20:57:23 2024-07-24 20:52:11 2024-07-24 20:48:57 2024-07-24 20:44:01

2024-07-24 02:06:46 2024-07-24 01:27:37 2024-07-24 01:09:14 2024-07-24 00:32:39 2024-07-24 00:09:26 2024-07-23 23:27:58 2024-07-23 23:18:45 2024-07-23 22:37:20 2024-07-23 18:13:43 2024-07-23 17:00:05 2024-07-23 08:21:44 2024-07-23 08:04:32 2024-07-23 07:26:28 2024-07-23 07:22:08

2024-07-21 04:15:44 2024-07-21 04:05:26 2024-07-21 02:09:06 2024-07-21 01:15:34 2024-07-21 00:59:38 2024-07-21 00:55:20 2024-07-21 00:51:04 2024-07-21 00:35:22 2024-07-21 00:17:41 2024-07-21 00:11:58 2024-07-20 23:49:22 2024-07-20 23:43:00 2024-07-20 23:36:44 2024-07-20 23:32:17

2024-07-19 10:15:28 2024-07-19 10:08:23 2024-07-19 07:37:53 2024-07-19 01:47:44 2024-07-18 23:58:00 2024-07-18 21:57:16 2024-07-18 20:03:22 2024-07-18 19:44:07 2024-07-18 08:30:13 2024-07-18 05:59:19 2024-07-18 04:37:00 2024-07-18 04:29:00 2024-07-18 04:29:05 2024-07-18 04:29:05

2024-07-16 20:54:55 2024-07-16 20:46:45 2024-07-16 20:39:43 2024-07-16 20:28:51 2024-07-16 20:21:35 2024-07-16 20:18:07 2024-07-16 18:46:12 2024-07-16 05:39:49 2024-07-16 05:36:08 2024-07-16 05:06:56 2024-07-16 01:38:05 2024-07-16 01:38:05 2024-07-15 23:57:28

2024-07-13 19:22:26 2024-07-13 19:14:07 2024-07-13 17:40:37 2024-07-13 17:20:15 2024-07-13 16:43:55 2024-07-13 15:35:16 2024-07-13 04:50:39 2024-07-13 03:47:47 2024-07-13 03:19:16 2024-07-13 01:37:44 2024-07-12 23:13:11 2024-07-12 22:12:43 2024-07-12 18:47:34 2024-07-12 18:30:38

2024-07-11 04:17:02 2024-07-11 04:09:59 2024-07-11 03:39:13 2024-07-11 01:56:07 2024-07-11 01:39:54 2024-07-10 22:04:20 2024-07-10 19:48:34 2024-07-10 19:46:33 2024-07-10 19:18:47 2024-07-10 17:29:57 2024-07-10 06:49:13 2024-07-10 06:40:15 2024-07-10 06:07:49 2024-07-10 06:07:49 2024-07-10 05:48:11

2024-07-08 21:19:09 2024-07-08 21:01:10 2024-07-08 19:54:51 2024-07-08 19:38:58 2024-07-08 19:07:56 2024-07-08 18:37:05 2024-07-08 18:16:11 2024-07-08 17:57:48 2024-07-08 17:47:58 2024-07-08 06:34:52 2024-07-08 06:29:11 2024-07-08 06:14:27 2024-07-08 05:41:35 2024-07-08 05:35:25 2024-07-08 05:17:29

2024-07-05 22:11:59 2024-07-05 21:40:39 2024-07-05 21:10:36 2024-07-05 20:53:15 2024-07-05 20:43:30 2024-07-05 20:17:31 2024-07-05 20:11:31 2024-07-05 19:35:03 2024-07-05 18:04:52 2024-07-05 18:02:22 2024-07-05 14:18:42 2024-07-05 06:21:57 2024-07-05 06:06:42

2024-07-03 19:39:35 2024-07-03 18:54:20 2024-07-03 18:53:01 2024-07-03 18:43:05 2024-07-03 18:24:48 2024-07-03 18:11:08 2024-07-03 18:08:18 2024-07-03 17:44:44 2024-07-03 17:40:43 2024-07-03 15:43:25 2024-07-03 15:30:23

2024-07-02 15:22:49 2024-07-02 06:08:55 2024-07-02 05:21:16 2024-07-02 04:25:06 2024-07-02 03:33:32 2024-07-02 03:13:46 2024-07-02 03:05:58 2024-07-02 02:26:32 2024-07-02 01:59:17 2024-07-02 01:41:39 2024-07-02 01:11:35 2024-07-02 01:06:27 2024-07-02 00:44:06 2024-07-02 00:19:18

2024-06-30 05:53:12 2024-06-30 05:49:59 2024-06-30 05:09:00 2024-06-30 05:05:22 2024-06-30 04:57:09 2024-06-30 04:55:29 2024-06-30 04:51:18 2024-06-30 04:45:40 2024-06-30 04:41:52 2024-06-30 04:18:29 2024-06-30 04:01:46 2024-06-30 03:50:10 2024-06-30 03:19:10

2024-06-29 03:06:27 2024-06-29 02:40:47 2024-06-29 02:25:30 2024-06-29 01:53:18 2024-06-29 01:06:01 2024-06-29 00:59:01 2024-06-29 00:56:16 2024-06-28 23:39:24 2024-06-28 23:00:34 2024-06-28 22:25:03 2024-06-28 22:00:57 2024-06-28 21:06:35 2024-06-28 19:56:51 2024-06-28 19:46:27

2024-06-27 18:20:55 2024-06-27 17:56:08 2024-06-27 17:35:45 2024-06-27 17:15:19 2024-06-27 17:12:04 2024-06-27 16:51:28 2024-06-27 16:46:57 2024-06-27 10:22:07 2024-06-27 10:20:23 2024-06-27 10:07:39 2024-06-27 08:37:15 2024-06-27 07:21:50 2024-06-27 07:21:50 2024-06-27 07:04:50

2024-06-26 20:28:43 2024-06-26 19:59:44 2024-06-26 19:28:57 2024-06-26 19:25:10 2024-06-26 19:08:21 2024-06-26 18:52:22 2024-06-26 18:50:22 2024-06-26 09:30:07 2024-06-26 04:05:45 2024-06-26 04:05:45 2024-06-25 20:52:19 2024-06-25 20:50:50 2024-06-25 20:45:26 2024-06-25 20:33:27

2024-06-24 01:26:19 2024-06-24 01:22:42 2024-06-24 01:12:21 2024-06-24 00:54:14 2024-06-22 23:26:56 2024-06-22 23:15:50 2024-06-22 23:03:45 2024-06-22 23:00:46 2024-06-22 22:34:07 2024-06-22 22:10:33 2024-06-22 22:10:33 2024-06-21 23:28:09 2024-06-21 23:26:34

2024-06-17 03:48:02 2024-06-17 03:24:19 2024-06-17 03:00:10 2024-06-17 02:48:19 2024-06-17 02:05:04 2024-06-17 01:48:25 2024-06-17 01:42:20 2024-06-17 00:57:39 2024-06-16 23:54:38 2024-06-16 23:03:00 2024-06-16 22:48:59 2024-06-16 22:48:59 2024-06-16 22:48:59 2024-06-16 22:45:39 2024-06-16 22:40:40

2024-06-15 20:32:37 2024-06-15 16:26:45 2024-06-15 16:15:31 2024-06-15 16:01:35 2024-06-15 15:49:04 2024-06-15 15:40:30 2024-06-15 15:37:46 2024-06-15 15:27:03 2024-06-15 14:50:14 2024-06-15 14:45:40 2024-06-15 13:42:54 2024-06-15 13:42:54 2024-06-15 10:27:51 2024-06-15 10:11:10

2024-06-13 21:52:51 2024-06-13 21:17:36 2024-06-13 19:26:53 2024-06-13 19:19:15 2024-06-13 11:50:49 2024-06-13 11:31:21 2024-06-13 09:45:57 2024-06-13 09:17:53 2024-06-13 09:17:53 2024-06-13 09:17:42 2024-06-13 09:17:25 2024-06-13 08:55:32 2024-06-13 08:55:32 2024-06-13 08:55:32 2024-06-13 08:52:33 2024-06-13 02:40:22

2024-06-11 19:38:14 2024-06-11 19:37:43 2024-06-11 19:17:36 2024-06-11 19:14:25 2024-06-11 18:52:02 2024-06-11 18:02:07 2024-06-11 18:01:05 2024-06-11 16:42:14 2024-06-11 05:33:51 2024-06-11 02:20:53 2024-06-11 00:26:42 2024-06-10 23:12:58 2024-06-10 22:26:38

2024-06-09 20:01:32 2024-06-09 19:37:29 2024-06-09 18:47:15 2024-06-09 17:53:36 2024-06-09 17:38:48 2024-06-09 17:35:40 2024-06-09 17:16:41 2024-06-09 16:52:43 2024-06-09 16:44:31 2024-06-09 16:38:57 2024-06-09 16:02:00 2024-06-09 14:56:49 2024-06-09 13:48:04 2024-06-09 11:43:54 2024-06-09 09:13:05 2024-06-09 08:56:15

2024-06-08 02:05:00 2024-06-08 01:44:44 2024-06-08 00:56:22 2024-06-08 00:39:02 2024-06-08 00:04:40 2024-06-07 21:36:41 2024-06-07 21:09:05 2024-06-07 19:45:03 2024-06-07 19:43:47 2024-06-07 19:43:47 2024-06-07 17:33:09 2024-06-07 17:04:32 2024-06-07 16:57:56 2024-06-07 11:28:24

2024-06-05 19:53:37 2024-06-05 19:17:54 2024-06-05 18:41:54 2024-06-05 17:46:12 2024-06-05 17:15:03 2024-06-05 16:55:59 2024-06-05 16:50:51 2024-06-05 16:16:45 2024-06-05 16:14:32 2024-06-05 15:48:04

2024-06-03 18:25:23 2024-06-03 15:34:03 2024-06-03 05:07:06 2024-06-03 02:58:32 2024-06-03 02:24:58 2024-06-03 02:00:32 2024-06-03 00:04:28 2024-06-02 23:52:15 2024-06-02 23:50:04 2024-06-02 23:48:23 2024-06-02 23:44:03 2024-06-02 23:16:15 2024-06-02 23:16:15 2024-06-02 22:22:48

2024-05-31 01:11:23 2024-05-31 00:37:27 2024-05-31 00:16:44 2024-05-30 23:22:58 2024-05-30 23:15:16 2024-05-30 23:15:14

2024-05-29 17:26:36 2024-05-29 16:06:23 2024-05-29 15:52:47 2024-05-29 14:17:12 2024-05-29 14:02:29 2024-05-29 14:02:29 2024-05-29 13:52:21 2024-05-29 13:49:26 2024-05-29 13:31:37 2024-05-29 11:17:31 2024-05-29 11:16:51 2024-05-29 08:27:03 2024-05-29 07:30:58 2024-05-29 06:07:33 2024-05-29 04:34:48

2024-05-27 06:16:26 2024-05-27 05:47:56 2024-05-27 05:05:46 2024-05-27 05:01:05 2024-05-27 04:56:18 2024-05-27 04:32:14 2024-05-27 04:18:42 2024-05-27 04:00:57 2024-05-27 03:39:38 2024-05-27 03:30:45 2024-05-27 03:18:21 2024-05-27 03:04:37 2024-05-27 02:40:30 2024-05-27 02:29:21 2024-05-26 22:02:18

2024-05-25 12:51:50 2024-05-25 11:28:51 2024-05-25 06:01:01 2024-05-25 05:38:40 2024-05-25 05:03:29 2024-05-25 04:59:24 2024-05-25 04:06:02 2024-05-25 03:49:48 2024-05-25 02:54:46 2024-05-25 02:54:46 2024-05-25 01:51:03 2024-05-25 01:17:19 2024-05-24 23:18:51 2024-05-24 22:14:26

2024-05-23 19:10:20 2024-05-23 18:45:21 2024-05-23 18:31:31 2024-05-23 18:28:24 2024-05-23 17:35:05 2024-05-23 17:13:26 2024-05-23 11:08:49 2024-05-23 03:48:26 2024-05-23 03:26:55 2024-05-23 02:54:43 2024-05-23 01:27:15 2024-05-23 01:27:15 2024-05-23 00:32:05 2024-05-23 00:32:05 2024-05-23 00:03:51 2024-05-22 23:53:32

2024-05-21 21:35:45 2024-05-21 20:48:18 2024-05-21 18:51:47 2024-05-21 18:47:07 2024-05-21 15:07:29 2024-05-21 14:19:36 2024-05-21 08:27:14 2024-05-21 04:43:21 2024-05-21 04:18:23 2024-05-21 00:39:55 2024-05-20 23:50:24 2024-05-20 21:51:10 2024-05-20 21:06:18

2024-05-19 06:50:43 2024-05-19 05:41:26 2024-05-19 04:54:21 2024-05-19 04:24:18 2024-05-19 01:36:13 2024-05-19 00:45:22 2024-05-18 23:53:33 2024-05-18 23:46:13 2024-05-18 23:40:27 2024-05-18 22:35:38 2024-05-18 21:47:01 2024-05-18 21:45:58 2024-05-18 21:38:55 2024-05-18 21:23:23 2024-05-18 21:23:23

2024-05-17 05:25:32 2024-05-17 02:00:36 2024-05-17 01:17:10 2024-05-17 01:00:18 2024-05-17 00:56:33 2024-05-17 00:30:29 2024-05-16 21:48:40 2024-05-16 20:35:50 2024-05-16 19:06:01 2024-05-16 18:28:07 2024-05-16 16:20:58 2024-05-16 09:07:53 2024-05-16 06:44:20 2024-05-16 06:21:28 2024-05-16 03:14:35 2024-05-16 03:07:33

2024-05-14 18:18:31 2024-05-14 18:05:16 2024-05-14 17:52:22 2024-05-14 17:51:42 2024-05-14 17:40:12 2024-05-14 17:40:12 2024-05-14 16:16:43 2024-05-14 09:20:32 2024-05-14 08:06:29 2024-05-14 07:31:20 2024-05-14 07:31:20 2024-05-14 06:59:07 2024-05-14 06:29:34 2024-05-14 06:29:01

2024-05-12 00:56:33 2024-05-11 23:57:07 2024-05-11 21:32:59 2024-05-11 20:59:35 2024-05-11 20:28:14 2024-05-11 19:37:48 2024-05-11 18:53:32 2024-05-11 11:30:06 2024-05-11 10:55:08 2024-05-11 10:31:02 2024-05-11 09:52:27 2024-05-11 09:26:39 2024-05-11 09:13:12 2024-05-11 09:13:12 2024-05-11 08:13:27

2024-05-10 18:45:00 2024-05-10 18:09:28 2024-05-10 15:43:18 2024-05-10 01:33:25 2024-05-10 01:30:24 2024-05-09 23:53:47 2024-05-09 23:22:04 2024-05-09 23:17:59 2024-05-09 22:33:46 2024-05-09 21:15:01 2024-05-09 20:22:36 2024-05-09 19:05:00 2024-05-09 18:18:00 2024-05-09 18:02:54 2024-05-09 17:01:59

2024-05-08 05:59:07 2024-05-08 05:16:24 2024-05-08 03:18:58 2024-05-08 03:01:39 2024-05-08 02:31:35 2024-05-08 02:20:06 2024-05-07 23:45:41 2024-05-07 21:08:50 2024-05-07 20:17:02 2024-05-07 19:40:17 2024-05-07 19:15:09 2024-05-07 18:46:24 2024-05-07 18:19:11 2024-05-07 14:16:13 2024-05-07 11:46:22

2024-05-04 20:32:37 2024-05-04 20:14:23 2024-05-04 19:53:33 2024-05-04 19:28:58 2024-05-04 19:09:12 2024-05-04 17:58:17 2024-05-04 17:52:24 2024-05-04 16:22:28 2024-05-04 15:21:49 2024-05-04 14:27:23 2024-05-04 05:10:52 2024-05-04 03:19:49 2024-05-04 01:39:04 2024-05-04 01:17:20 2024-05-04 01:00:45

2024-05-02 20:07:57 2024-05-02 19:48:35 2024-05-02 19:45:09 2024-05-02 19:36:44 2024-05-02 19:32:16 2024-05-02 19:23:23 2024-05-02 19:18:07 2024-05-02 19:15:51 2024-05-02 19:12:11 2024-05-02 17:45:30 2024-05-02 17:09:24 2024-05-02 16:49:31 2024-05-02 07:06:28 2024-05-02 06:52:32

2024-04-30 23:21:09 2024-04-30 23:01:53 2024-04-30 22:26:35 2024-04-30 22:03:23 2024-04-30 20:46:49 2024-04-30 20:41:45 2024-04-30 20:39:05 2024-04-30 20:26:27 2024-04-30 20:19:41 2024-04-30 20:07:09 2024-04-30 19:23:35 2024-04-30 18:55:00 2024-04-30 18:41:42 2024-04-30 18:36:33

2024-04-29 01:26:40 2024-04-29 01:14:47 2024-04-29 00:58:31 2024-04-29 00:26:54 2024-04-29 00:05:12 2024-04-28 23:54:18 2024-04-28 23:17:58 2024-04-28 22:33:56 2024-04-28 21:58:15 2024-04-28 21:54:27 2024-04-28 21:41:46 2024-04-28 20:28:55 2024-04-28 19:59:57 2024-04-28 19:25:40 2024-04-28 18:46:47

2024-04-27 13:25:09 2024-04-27 13:23:12 2024-04-27 13:18:13 2024-04-27 07:04:41 2024-04-27 06:57:58 2024-04-27 06:32:26 2024-04-27 06:04:35 2024-04-27 05:33:19 2024-04-27 05:20:58 2024-04-27 05:20:58 2024-04-27 05:00:45 2024-04-27 04:15:31 2024-04-27 01:53:46 2024-04-27 01:47:45

2024-04-25 20:47:08 2024-04-25 20:42:43 2024-04-25 20:33:38 2024-04-25 20:24:27 2024-04-25 20:20:47 2024-04-25 20:00:37 2024-04-25 19:54:58 2024-04-25 16:44:43 2024-04-25 16:30:02 2024-04-25 15:54:28 2024-04-25 03:53:45 2024-04-25 03:38:31 2024-04-25 01:03:43

2024-04-24 00:25:43 2024-04-23 23:47:58 2024-04-23 22:47:33 2024-04-23 22:34:15 2024-04-23 22:03:06 2024-04-23 21:52:07 2024-04-23 21:48:29 2024-04-23 21:43:55 2024-04-23 21:36:44 2024-04-23 21:30:45 2024-04-23 21:10:07 2024-04-23 21:02:57 2024-04-23 20:55:57 2024-04-23 20:28:34 2024-04-23 16:52:48

2024-04-22 09:28:16 2024-04-22 09:21:03 2024-04-22 07:47:31 2024-04-22 07:45:28 2024-04-22 07:24:59 2024-04-22 07:04:54 2024-04-22 06:37:17 2024-04-22 06:01:27 2024-04-22 05:54:10 2024-04-22 05:48:48 2024-04-22 03:42:24 2024-04-22 02:59:57 2024-04-22 02:59:07 2024-04-22 02:56:46

2024-04-20 16:10:16 2024-04-20 16:04:50 2024-04-20 16:00:41 2024-04-20 15:06:14 2024-04-20 15:05:09 2024-04-20 07:56:10 2024-04-20 07:48:35 2024-04-20 07:48:07 2024-04-20 05:56:31 2024-04-20 05:28:46 2024-04-20 04:51:34 2024-04-20 04:08:59 2024-04-20 04:08:59 2024-04-20 03:48:56

2024-04-18 23:25:43 2024-04-18 22:15:58 2024-04-18 21:53:59 2024-04-18 21:28:48 2024-04-18 21:15:56 2024-04-18 20:48:56 2024-04-18 20:24:40 2024-04-18 19:42:06 2024-04-18 19:30:56 2024-04-18 19:25:21 2024-04-18 19:05:20 2024-04-18 18:41:04 2024-04-18 18:43:28

2024-04-17 22:19:21 2024-04-17 21:53:20 2024-04-17 21:46:33 2024-04-17 21:41:14 2024-04-17 21:34:47 2024-04-17 20:38:40 2024-04-17 20:35:00 2024-04-17 20:24:33 2024-04-17 20:09:15 2024-04-17 13:21:08 2024-04-17 13:18:02 2024-04-17 12:49:11 2024-04-17 12:31:40 2024-04-17 12:28:50 2024-04-17 12:07:23 2024-04-17 12:02:36

2024-04-16 20:32:27 2024-04-16 20:29:00 2024-04-16 20:12:22 2024-04-16 20:08:09 2024-04-16 19:56:14 2024-04-16 19:45:13 2024-04-16 19:37:25 2024-04-16 14:22:26 2024-04-16 09:43:54 2024-04-16 08:42:27 2024-04-16 06:05:50 2024-04-16 05:42:27 2024-04-16 05:42:27 2024-04-16 05:38:18

2024-04-15 02:16:01 2024-04-15 02:06:25 2024-04-14 22:39:21 2024-04-14 22:38:51 2024-04-14 22:05:56 2024-04-14 21:32:59 2024-04-14 21:29:44 2024-04-14 20:31:36 2024-04-14 19:58:35 2024-04-14 19:58:35 2024-04-14 09:05:49 2024-04-14 08:16:53 2024-04-14 08:15:33 2024-04-14 07:03:18

2024-04-12 21:08:01 2024-04-12 20:45:00 2024-04-12 20:37:55 2024-04-12 19:01:25 2024-04-12 09:52:22 2024-04-12 09:02:50 2024-04-12 08:41:05 2024-04-12 07:20:55 2024-04-12 06:58:50 2024-04-12 03:58:22 2024-04-12 03:48:30 2024-04-12 03:12:09 2024-04-12 02:15:05 2024-04-12 02:14:41 2024-04-12 01:49:21

2024-04-10 16:08:20 2024-04-10 15:59:12 2024-04-10 15:47:20 2024-04-10 15:40:43 2024-04-10 15:33:20 2024-04-10 15:03:16 2024-04-10 14:55:45 2024-04-10 13:43:17 2024-04-10 13:37:34 2024-04-10 13:24:04 2024-04-10 13:13:02 2024-04-10 13:11:08 2024-04-10 09:55:05 2024-04-10 09:09:13

2024-04-09 05:35:46 2024-04-09 04:32:53 2024-04-09 04:27:41 2024-04-09 04:26:39 2024-04-09 04:09:14 2024-04-09 03:38:51 2024-04-09 00:02:11 2024-04-08 23:40:03 2024-04-08 23:23:10 2024-04-08 23:12:11 2024-04-08 22:24:14 2024-04-08 20:56:56 2024-04-08 20:23:16 2024-04-08 20:22:21

2024-04-08 00:32:37 2024-04-08 00:00:37 2024-04-07 23:55:31 2024-04-07 23:53:07 2024-04-07 23:48:53 2024-04-07 21:15:52 2024-04-07 20:40:02 2024-04-07 20:33:26 2024-04-07 20:19:04 2024-04-07 20:14:09 2024-04-07 19:53:39 2024-04-07 19:42:51 2024-04-07 19:39:18 2024-04-07 19:02:58

2024-04-06 01:17:39 2024-04-06 00:33:40 2024-04-05 23:52:21

2024-04-04 15:43:05 2024-04-04 15:32:21 2024-04-04 15:15:28 2024-04-04 15:14:48 2024-04-04 15:08:09 2024-04-04 14:58:10 2024-04-04 14:52:46 2024-04-04 07:29:35 2024-04-04 07:29:35 2024-04-04 07:24:25 2024-04-04 07:23:23 2024-04-04 07:20:08

2024-04-03 06:51:40 2024-04-03 06:20:12 2024-04-03 05:32:32 2024-04-03 04:17:18 2024-04-03 04:14:09 2024-04-03 04:03:29 2024-04-03 03:49:24 2024-04-03 03:17:35 2024-04-03 02:36:22 2024-04-03 01:10:08 2024-04-03 00:26:22 2024-04-03 00:03:22 2024-04-03 00:03:22 2024-04-03 23:30:52

2024-04-02 00:47:28 2024-04-02 00:40:33 2024-04-02 00:28:20 2024-04-02 00:18:39 2024-04-01 23:51:30 2024-04-01 23:51:30 2024-04-01 22:53:14 2024-04-01 22:30:32 2024-04-01 22:12:44

2024-03-31 04:14:51 2024-03-31 03:44:55 2024-03-31 02:51:19 2024-03-31 02:16:55 2024-03-31 02:15:46 2024-03-31 01:59:42 2024-03-30 23:14:10 2024-03-30 22:33:33 2024-03-30 22:25:48 2024-03-30 22:21:26 2024-03-30 22:16:17 2024-03-30 22:15:11 2024-03-30 22:15:11 2024-03-30 22:08:38

2024-03-29 01:00:35 2024-03-29 00:43:06 2024-03-29 00:42:52 2024-03-28 22:54:41 2024-03-28 22:10:09 2024-03-28 21:35:07 2024-03-28 21:20:10 2024-03-28 20:44:18 2024-03-28 20:22:53 2024-03-28 20:17:36 2024-03-28 20:06:56 2024-03-28 19:33:17 2024-03-28 19:28:35 2024-03-28 19:28:35 2024-03-28 19:26:30 2024-03-28 19:19:24

2024-03-27 11:45:49 2024-03-27 11:24:34 2024-03-27 11:14:27 2024-03-27 11:01:45 2024-03-27 10:30:52 2024-03-27 09:41:27 2024-03-27 09:41:19 2024-03-27 09:14:43 2024-03-27 09:06:50 2024-03-27 05:40:41 2024-03-27 05:34:29 2024-03-27 05:26:35 2024-03-27 05:16:39 2024-03-27 03:16:47 2024-03-26 23:31:17

2024-03-25 05:21:05 2024-03-25 05:02:19 2024-03-25 04:55:08 2024-03-25 04:49:59 2024-03-25 03:33:18 2024-03-25 03:26:19 2024-03-25 01:24:35 2024-03-25 00:56:32 2024-03-25 00:55:35 2024-03-24 23:09:04 2024-03-24 22:55:23 2024-03-24 22:05:01 2024-03-24 21:42:22 2024-03-24 20:04:42

2024-03-22 22:47:12 2024-03-22 22:26:35 2024-03-22 21:49:39 2024-03-22 21:37:57 2024-03-22 20:08:46 2024-03-22 19:44:35 2024-03-22 19:40:29 2024-03-22 19:13:41 2024-03-22 18:52:49 2024-03-22 18:51:57 2024-03-22 18:46:01 2024-03-22 18:42:10 2024-03-22 18:42:10 2024-03-22 18:12:09 2024-03-22 17:51:04

2024-03-21 02:49:01 2024-03-21 02:22:47 2024-03-21 01:44:33 2024-03-21 01:27:35 2024-03-21 00:54:57 2024-03-20 22:43:52 2024-03-20 22:37:09 2024-03-20 22:32:52 2024-03-20 21:48:41 2024-03-20 21:47:50 2024-03-20 21:16:43 2024-03-20 21:16:43 2024-03-20 21:04:45 2024-03-20 20:58:14

2024-03-19 18:02:45 2024-03-19 17:39:40 2024-03-19 17:30:09 2024-03-19 13:08:35 2024-03-19 12:54:06 2024-03-19 11:40:55 2024-03-19 11:38:14 2024-03-19 10:46:08 2024-03-19 08:10:28 2024-03-19 07:51:00 2024-03-19 07:13:06 2024-03-19 06:56:41 2024-03-19 06:48:23 2024-03-19 06:04:57 2024-03-19 05:37:21 2024-03-19 05:12:27

2024-03-17 21:34:44 2024-03-17 20:24:21 2024-03-17 20:14:27 2024-03-17 19:48:49 2024-03-17 19:43:18 2024-03-17 18:44:08 2024-03-17 14:47:30 2024-03-17 14:20:58 2024-03-17 12:52:23 2024-03-17 12:44:28 2024-03-17 04:13:31 2024-03-17 04:11:00 2024-03-17 04:08:23 2024-03-17 03:59:12

2024-03-16 01:10:53 2024-03-16 01:03:03 2024-03-15 23:36:04 2024-03-15 22:27:44 2024-03-15 21:58:22 2024-03-15 21:46:34 2024-03-15 21:32:22 2024-03-15 21:23:10 2024-03-15 21:15:41 2024-03-15 21:08:32 2024-03-15 20:32:07 2024-03-15 19:56:01 2024-03-15 19:33:32 2024-03-15 19:30:56

2024-03-14 04:40:30 2024-03-14 02:25:01 2024-03-14 01:51:37 2024-03-14 01:42:04 2024-03-14 01:37:59 2024-03-14 01:29:45 2024-03-14 01:18:46 2024-03-14 01:16:16 2024-03-14 01:02:10 2024-03-14 00:11:06 2024-03-13 23:33:09 2024-03-13 23:31:02 2024-03-13 23:01:36 2024-03-13 22:42:32 2024-03-13 22:37:40

2024-03-12 23:51:21 2024-03-12 23:19:06 2024-03-12 23:14:38 2024-03-12 22:28:29 2024-03-12 22:25:28 2024-03-12 22:12:04 2024-03-12 21:43:16 2024-03-12 21:35:11 2024-03-12 21:34:01 2024-03-12 20:10:34 2024-03-12 19:23:21 2024-03-12 19:07:43 2024-03-12 18:52:37 2024-03-12 18:52:37 2024-03-12 18:50:50

2024-03-11 10:18:41 2024-03-11 09:40:40 2024-03-11 09:18:10 2024-03-11 09:00:30 2024-03-11 08:56:39 2024-03-11 08:37:06 2024-03-11 07:34:39 2024-03-11 06:49:20 2024-03-11 06:48:20 2024-03-11 06:31:53 2024-03-11 06:30:23 2024-03-11 05:25:13 2024-03-11 05:25:13 2024-03-11 05:25:13

2024-03-10 04:08:43 2024-03-10 03:57:57 2024-03-10 02:48:23 2024-03-10 02:03:56 2024-03-10 02:01:49 2024-03-10 01:19:50 2024-03-09 23:36:42 2024-03-09 23:33:28 2024-03-09 23:10:34 2024-03-09 22:50:14 2024-03-09 22:33:47 2024-03-09 21:33:34 2024-03-09 21:20:30 2024-03-09 20:35:33 2024-03-09 18:39:18 2024-03-09 17:54:07

2024-03-08 06:32:48 2024-03-08 06:30:14 2024-03-08 05:49:44 2024-03-08 05:39:54 2024-03-08 05:21:57 2024-03-08 05:17:46 2024-03-08 05:16:19 2024-03-08 04:56:25 2024-03-08 04:51:26 2024-03-08 04:47:08 2024-03-08 04:47:08 2024-03-08 04:01:02 2024-03-08 03:13:24 2024-03-08 03:05:33

2024-03-06 22:20:29 2024-03-06 21:38:42 2024-03-06 21:12:32 2024-03-06 20:50:27 2024-03-06 20:16:50 2024-03-06 18:19:03 2024-03-06 18:03:55 2024-03-06 17:27:00 2024-03-06 07:16:04 2024-03-06 07:14:20 2024-03-06 07:13:54 2024-03-06 07:02:26 2024-03-06 06:54:33 2024-03-06 04:21:06

2024-03-04 21:11:28 2024-03-04 20:44:04 2024-03-04 20:43:11 2024-03-04 20:38:39 2024-03-04 20:02:57 2024-03-04 19:57:20 2024-03-04 19:55:55 2024-03-04 19:05:36 2024-03-04 19:01:33 2024-03-04 18:41:36 2024-03-04 16:48:41 2024-03-04 07:04:54

2024-03-02 23:19:27 2024-03-02 23:17:29 2024-03-02 23:10:17 2024-03-02 23:01:36 2024-03-02 22:57:16 2024-03-02 21:59:34 2024-03-02 21:16:37 2024-03-02 20:55:35 2024-03-02 20:37:36 2024-03-02 20:24:41 2024-03-02 11:18:57 2024-03-02 10:11:51 2024-03-02 10:07:39 2024-03-02 09:16:57 2024-03-02 09:14:27

2024-02-29 19:39:52 2024-02-29 18:40:56 2024-02-29 18:25:07 2024-02-29 18:06:08 2024-02-29 16:32:33 2024-02-29 07:49:08 2024-02-29 07:43:28 2024-02-29 06:52:52 2024-02-29 06:52:34 2024-02-29 05:55:48 2024-02-29 05:55:15 2024-02-29 03:06:51

2024-02-27 17:54:27 2024-02-27 17:19:05 2024-02-27 07:58:14 2024-02-27 06:29:43 2024-02-27 06:25:22 2024-02-27 03:24:33 2024-02-27 02:22:39 2024-02-27 02:14:40 2024-02-27 02:02:09 2024-02-27 01:58:44 2024-02-27 01:58:15 2024-02-27 00:33:42 2024-02-27 00:35:49

2024-02-25 23:00:48 2024-02-25 22:08:57 2024-02-25 21:50:27 2024-02-25 21:45:39 2024-02-25 21:11:54 2024-02-25 21:03:22 2024-02-25 19:15:14 2024-02-25 18:50:42 2024-02-25 17:35:22 2024-02-25 16:41:30 2024-02-25 15:09:42 2024-02-25 14:47:16 2024-02-25 14:31:49

2024-02-24 00:37:37 2024-02-24 00:33:10 2024-02-24 00:32:53 2024-02-23 22:39:01 2024-02-23 22:36:08 2024-02-23 21:36:36 2024-02-23 20:50:18 2024-02-23 20:19:43 2024-02-23 19:48:05 2024-02-23 10:53:53 2024-02-23 09:50:37 2024-02-23 09:05:40 2024-02-23 08:46:13 2024-02-23 08:36:13

2024-02-22 04:54:59 2024-02-22 03:30:02 2024-02-22 01:24:29 2024-02-22 00:32:06 2024-02-22 00:27:44 2024-02-21 23:37:59 2024-02-21 22:54:40 2024-02-21 22:24:50 2024-02-21 22:14:03 2024-02-21 22:01:56 2024-02-21 21:55:31 2024-02-21 21:35:17 2024-02-21 21:35:17

2024-02-20 23:59:17 2024-02-20 23:50:14 2024-02-20 22:19:59 2024-02-20 21:41:55 2024-02-20 21:19:10 2024-02-20 20:58:58 2024-02-20 20:47:00 2024-02-20 20:44:45 2024-02-20 20:37:29 2024-02-20 20:31:55 2024-02-20 20:13:30 2024-02-20 19:24:53 2024-02-20 19:00:33 2024-02-20 18:48:36 2024-02-20 18:45:11

2024-02-19 18:44:00 2024-02-19 18:28:18 2024-02-19 06:05:31 2024-02-19 05:59:41 2024-02-19 04:31:53 2024-02-19 04:13:43 2024-02-19 04:13:27 2024-02-19 03:51:34 2024-02-19 03:28:25 2024-02-19 03:09:17 2024-02-19 02:57:10 2024-02-19 02:45:23 2024-02-19 00:48:13 2024-02-19 00:00:27

2024-02-17 20:58:32 2024-02-17 20:21:07 2024-02-17 20:18:26 2024-02-17 19:06:47 2024-02-17 18:59:47 2024-02-17 18:15:03 2024-02-17 07:08:27 2024-02-17 07:02:42 2024-02-17 06:49:03 2024-02-17 05:56:05 2024-02-17 05:38:27 2024-02-17 05:38:23 2024-02-17 05:38:23 2024-02-17 05:38:23

2024-02-16 17:58:09 2024-02-16 17:00:36 2024-02-16 07:46:26 2024-02-16 07:35:32 2024-02-16 07:17:19 2024-02-16 07:13:58 2024-02-16 06:29:17 2024-02-16 05:59:55 2024-02-16 04:56:08 2024-02-16 02:32:16 2024-02-16 00:37:45 2024-02-15 23:37:10 2024-02-15 23:28:40

2024-02-15 02:51:59 2024-02-15 02:04:23 2024-02-14 21:18:45 2024-02-14 21:00:29 2024-02-14 19:47:52 2024-02-14 19:39:16 2024-02-14 19:19:29 2024-02-14 19:02:48 2024-02-14 06:20:59 2024-02-14 06:12:49 2024-02-14 05:55:43 2024-02-14 05:24:30 2024-02-14 05:24:30

2024-02-12 23:26:37 2024-02-12 23:16:44 2024-02-12 23:06:14 2024-02-12 22:31:19 2024-02-12 21:30:01 2024-02-12 21:29:59 2024-02-12 21:25:31 2024-02-12 20:30:09 2024-02-12 20:30:06 2024-02-12 20:30:06 2024-02-12 18:34:53 2024-02-12 18:10:06 2024-02-12 18:10:04 2024-02-12 07:10:31 2024-02-12 06:44:34

2024-02-11 05:53:41 2024-02-11 05:53:20 2024-02-11 05:52:37 2024-02-11 05:51:15 2024-02-11 05:49:15 2024-02-11 05:46:43 2024-02-11 05:46:41 2024-02-11 05:44:12 2024-02-11 04:07:46 2024-02-11 02:18:57 2024-02-11 02:18:55 2024-02-11 02:15:50 2024-02-11 02:11:38

2024-02-10 04:54:05 2024-02-10 04:40:37 2024-02-10 03:47:00 2024-02-10 02:33:36 2024-02-10 01:32:08 2024-02-10 01:10:48 2024-02-10 00:37:47 2024-02-09 23:20:18 2024-02-09 23:17:39 2024-02-09 23:05:09 2024-02-09 22:37:12 2024-02-09 21:46:19 2024-02-09 19:58:25 2024-02-09 19:53:12

2024-02-08 19:36:05 2024-02-08 19:29:37 2024-02-08 19:26:26 2024-02-08 19:21:15 2024-02-08 19:06:29 2024-02-08 18:20:25 2024-02-08 18:12:50 2024-02-08 18:04:12 2024-02-08 18:03:33 2024-02-08 09:11:55 2024-02-08 09:10:20 2024-02-08 06:55:05 2024-02-08 06:48:50

2024-02-07 02:41:43 2024-02-07 02:40:34 2024-02-07 02:24:47 2024-02-07 02:18:32 2024-02-07 02:06:08 2024-02-07 02:02:12 2024-02-07 01:06:36 2024-02-07 01:06:35 2024-02-07 00:36:06 2024-02-06 23:46:01 2024-02-06 22:54:31 2024-02-06 22:48:38 2024-02-06 22:12:00 2024-02-06 21:59:55

2024-02-05 09:05:40 2024-02-05 06:15:01 2024-02-05 06:11:29 2024-02-05 06:02:09 2024-02-05 06:02:08 2024-02-05 05:11:59 2024-02-05 04:33:53 2024-02-05 03:28:48 2024-02-05 02:39:15 2024-02-05 02:34:12 2024-02-05 02:23:17 2024-02-05 02:08:56 2024-02-05 02:05:55 2024-02-05 01:53:52

2024-02-03 16:26:48 2024-02-03 16:03:39 2024-02-03 15:48:23 2024-02-03 06:16:55 2024-02-03 06:02:30 2024-02-03 05:50:42 2024-02-03 04:39:34 2024-02-03 03:27:36 2024-02-03 02:56:26 2024-02-03 02:56:26 2024-02-03 01:33:33 2024-02-03 01:22:09 2024-02-03 01:01:00 2024-02-02 23:58:01

2024-02-01 13:21:52 2024-02-01 12:33:58 2024-02-01 09:35:50 2024-02-01 08:33:26 2024-02-01 06:39:39 2024-02-01 05:44:49 2024-02-01 04:19:03 2024-02-01 04:19:02 2024-02-01 03:00:48 2024-02-01 02:53:10 2024-02-01 02:45:50 2024-02-01 02:19:37 2024-02-01 02:18:53

2024-01-30 15:16:04 2024-01-30 15:05:17 2024-01-30 10:07:12 2024-01-30 08:55:30 2024-01-30 08:44:46 2024-01-30 08:27:50 2024-01-30 08:23:09 2024-01-30 08:03:16 2024-01-30 07:07:20 2024-01-30 06:50:33 2024-01-30 06:50:33 2024-01-30 06:06:08 2024-01-30 05:22:57 2024-01-30 05:07:14 2024-01-30 04:15:22

2024-01-29 07:51:34 2024-01-29 06:48:07 2024-01-29 06:48:05 2024-01-29 06:40:47 2024-01-29 05:24:28 2024-01-29 04:40:50 2024-01-29 04:17:30 2024-01-29 03:57:14 2024-01-29 03:35:41 2024-01-29 02:37:46 2024-01-29 02:23:17 2024-01-29 02:23:17 2024-01-29 01:54:09 2024-01-29 01:48:36 2024-01-29 01:32:25

2024-01-28 02:12:36 2024-01-28 01:53:12 2024-01-28 01:12:56 2024-01-28 01:01:38 2024-01-28 00:56:06 2024-01-28 00:53:15 2024-01-28 00:48:16 2024-01-28 00:40:27 2024-01-28 00:36:32 2024-01-28 00:23:36 2024-01-27 23:59:14 2024-01-27 23:53:52 2024-01-27 23:41:48 2024-01-27 23:31:41 2024-01-27 22:19:14

2024-01-26 07:14:18 2024-01-26 07:11:45 2024-01-26 06:47:06 2024-01-26 06:15:58 2024-01-26 06:15:56 2024-01-26 05:33:24 2024-01-26 03:44:00 2024-01-26 01:11:51 2024-01-26 00:58:49 2024-01-26 00:45:12 2024-01-26 00:26:11 2024-01-26 00:12:35 2024-01-25 23:53:06 2024-01-25 23:41:02

2024-01-23 22:42:44 2024-01-23 20:13:35 2024-01-23 20:06:40 2024-01-23 19:56:12 2024-01-23 19:42:02 2024-01-23 19:12:39 2024-01-23 19:10:25 2024-01-23 19:00:32 2024-01-23 18:44:48 2024-01-23 18:05:12 2024-01-23 11:27:45 2024-01-23 09:47:51 2024-01-23 08:32:35

2024-01-22 08:51:01 2024-01-22 08:04:26 2024-01-22 07:30:42 2024-01-22 07:30:41 2024-01-22 06:58:21 2024-01-22 06:17:10 2024-01-22 06:08:14 2024-01-22 05:56:00 2024-01-22 05:45:00 2024-01-22 04:47:45 2024-01-22 04:45:21 2024-01-22 04:25:57 2024-01-22 04:22:11

2024-01-20 09:58:22 2024-01-20 09:54:19 2024-01-20 07:39:41 2024-01-20 06:47:32 2024-01-20 06:38:11 2024-01-20 05:47:28 2024-01-20 05:28:32 2024-01-20 05:19:14 2024-01-20 05:06:01 2024-01-20 04:57:12 2024-01-20 04:57:12 2024-01-20 04:54:05 2024-01-20 04:37:28 2024-01-20 04:15:35 2024-01-20 03:33:44

2024-01-19 07:32:29 2024-01-19 06:58:29 2024-01-19 06:58:26 2024-01-19 06:55:21 2024-01-19 05:54:18 2024-01-19 04:17:25 2024-01-19 04:17:00 2024-01-19 04:01:55 2024-01-19 04:01:53 2024-01-19 03:25:04 2024-01-19 02:57:52 2024-01-19 02:34:00 2024-01-19 02:11:06

2024-01-17 08:10:57 2024-01-17 08:07:35 2024-01-17 06:46:03 2024-01-17 06:39:22 2024-01-17 06:24:03 2024-01-17 06:08:18 2024-01-17 04:39:01 2024-01-17 03:57:05 2024-01-17 03:27:37 2024-01-17 03:02:29 2024-01-17 03:01:15 2024-01-17 02:54:04 2024-01-17 02:36:19 2024-01-17 02:22:40

2024-01-15 21:05:38 2024-01-15 21:01:05 2024-01-15 20:58:36 2024-01-15 20:29:02 2024-01-15 20:28:15 2024-01-15 20:21:27 2024-01-15 20:13:39 2024-01-15 20:10:51 2024-01-15 19:27:32 2024-01-15 19:05:56 2024-01-15 18:52:31 2024-01-15 18:51:55

2024-01-14 22:56:02 2024-01-14 20:46:23 2024-01-14 20:10:41 2024-01-14 20:02:37 2024-01-14 19:39:34 2024-01-14 19:38:06 2024-01-14 18:24:31 2024-01-14 08:46:06 2024-01-14 07:47:35 2024-01-14 07:35:25 2024-01-14 07:21:56 2024-01-14 07:09:42

2024-01-13 05:14:51 2024-01-13 05:04:46 2024-01-13 05:02:56 2024-01-13 04:52:29 2024-01-13 04:41:25 2024-01-13 04:29:21 2024-01-13 04:21:06 2024-01-13 04:14:34 2024-01-13 03:43:00 2024-01-13 03:20:02 2024-01-13 03:01:57 2024-01-13 02:42:21 2024-01-13 01:51:12 2024-01-13 01:41:49 2024-01-13 01:37:06

2024-01-12 00:01:08 2024-01-11 23:39:03 2024-01-11 23:25:00 2024-01-11 22:55:48 2024-01-11 22:52:57 2024-01-11 22:22:41 2024-01-11 22:17:03 2024-01-11 22:13:24 2024-01-11 22:05:00 2024-01-11 22:05:00 2024-01-11 22:05:30 2024-01-11 22:05:37 2024-01-11 21:57:37

2024-01-10 06:16:23 2024-01-10 06:00:58 2024-01-10 05:54:39 2024-01-10 05:38:23 2024-01-10 05:29:20 2024-01-10 04:47:20 2024-01-10 04:40:10 2024-01-10 04:26:36 2024-01-10 04:26:36 2024-01-10 04:25:22 2024-01-10 04:15:06 2024-01-10 04:15:06 2024-01-10 03:14:53 2024-01-10 02:58:31

2024-01-09 04:39:44 2024-01-09 04:23:04 2024-01-09 04:19:14 2024-01-09 03:47:02 2024-01-09 03:20:14 2024-01-09 03:15:51 2024-01-09 01:31:49 2024-01-09 01:25:46 2024-01-09 01:21:45 2024-01-09 01:08:36 2024-01-09 00:46:25 2024-01-09 00:14:24 2024-01-08 23:48:33 2024-01-08 23:39:28

2024-01-07 23:35:39 2024-01-07 21:22:30 2024-01-07 20:20:33 2024-01-07 20:19:54 2024-01-07 19:56:01 2024-01-07 19:15:48 2024-01-07 10:58:24 2024-01-07 08:20:32 2024-01-07 08:17:00 2024-01-07 08:14:55 2024-01-07 08:06:04 2024-01-07 07:23:54 2024-01-07 07:17:34

2024-01-06 02:41:52 2024-01-06 02:25:04 2024-01-06 01:57:12 2024-01-05 01:47:47 2024-01-05 23:56:31 2024-01-05 23:37:40 2024-01-05 23:31:46 2024-01-05 23:16:39 2024-01-05 22:31:21 2024-01-05 22:29:09 2024-01-05 22:28:50

2024-01-04 23:09:35 2024-01-04 22:41:15 2024-01-04 22:15:11 2024-01-04 21:44:31 2024-01-04 21:23:29 2024-01-04 20:46:46 2024-01-04 18:00:51 2024-01-04 07:43:01 2024-01-04 07:42:59 2024-01-04 06:33:36 2024-01-04 05:49:03 2024-01-04 04:30:48 2024-01-04 04:03:38

2024-01-02 21:34:33 2024-01-02 21:29:25 2024-01-02 21:12:57 2024-01-02 20:41:06 2024-01-02 20:28:26 2024-01-02 18:42:32 2024-01-02 17:47:05 2024-01-02 06:08:47 2024-01-02 05:20:51 2024-01-02 05:17:34 2024-01-02 04:48:58 2024-01-02 04:32:20 2024-01-02 04:02:09

2023-12-31 01:51:25 2023-12-31 01:14:30

2023-12-29 21:25:15 2023-12-29 21:22:12 2023-12-29 19:12:56 2023-12-29 19:09:59 2023-12-29 19:01:06 2023-12-29 18:58:33 2023-12-29 18:36:09 2023-12-29 08:50:48 2023-12-29 08:09:33 2023-12-29 07:24:38 2023-12-29 06:43:20 2023-12-29 06:40:14 2023-12-29 06:36:02 2023-12-29 04:48:51

2023-12-28 02:45:41 2023-12-28 02:45:31 2023-12-28 02:41:15 2023-12-28 02:27:03 2023-12-28 02:21:28 2023-12-28 01:36:01 2023-12-28 01:36:01 2023-12-28 01:01:24 2023-12-28 00:49:01 2023-12-28 00:30:14 2023-12-27 23:04:15 2023-12-27 22:55:49 2023-12-27 22:40:05 2023-12-27 22:23:43 2023-12-27 21:34:38

2023-12-26 07:44:49 2023-12-26 07:17:24 2023-12-26 06:05:36 2023-12-26 06:05:11 2023-12-26 05:57:32 2023-12-26 05:24:07 2023-12-26 05:12:01 2023-12-26 04:42:35 2023-12-26 04:33:25 2023-12-26 04:21:21 2023-12-26 04:07:36 2023-12-26 03:59:22 2023-12-26 03:37:14 2023-12-26 03:26:32

2023-12-25 03:34:34 2023-12-25 03:11:28 2023-12-25 02:56:59 2023-12-25 02:49:01 2023-12-25 02:39:05 2023-12-25 02:38:16 2023-12-24 23:19:02 2023-12-24 23:16:00 2023-12-24 22:56:29 2023-12-24 22:42:51 2023-12-24 22:34:41 2023-12-24 22:34:41 2023-12-24 22:27:50 2023-12-24 22:15:46 2023-12-24 21:56:54 2023-12-24 21:56:54

2023-12-24 00:12:01 2023-12-24 00:03:26 2023-12-23 23:25:09 2023-12-23 22:31:31 2023-12-23 22:15:44 2023-12-23 22:15:45 2023-12-23 22:05:45 2023-12-23 22:02:43 2023-12-23 20:49:53 2023-12-23 20:37:39 2023-12-23 18:55:35 2023-12-23 18:41:06 2023-12-23 18:41:06 2023-12-23 18:34:35 2023-12-23 18:34:35

2023-12-22 05:26:43 2023-12-22 05:04:09 2023-12-22 04:44:44 2023-12-22 01:55:57 2023-12-22 01:46:53 2023-12-22 01:29:48 2023-12-22 00:55:18 2023-12-22 00:53:52 2023-12-22 00:53:52 2023-12-22 00:53:52 2023-12-22 00:37:28 2023-12-22 00:20:46 2023-12-22 00:16:50 2023-12-21 22:58:14 2023-12-21 22:52:20

2023-12-20 18:26:17 2023-12-20 18:12:29 2023-12-20 17:57:24 2023-12-20 17:45:21 2023-12-20 17:41:21 2023-12-20 17:36:32 2023-12-20 06:47:59 2023-12-20 06:37:22 2023-12-20 06:03:04 2023-12-20 05:58:08 2023-12-20 05:51:44 2023-12-20 05:37:25 2023-12-20 05:29:00 2023-12-20 04:22:58

2023-12-19 01:27:29 2023-12-19 01:18:17 2023-12-19 00:58:13 2023-12-19 00:46:10 2023-12-19 00:31:29 2023-12-18 23:56:59 2023-12-18 23:20:18 2023-12-18 22:55:17 2023-12-18 22:21:36 2023-12-18 22:03:21 2023-12-18 21:52:02 2023-12-18 21:52:02 2023-12-18 21:25:50 2023-12-18 21:25:50

2023-12-17 17:34:43 2023-12-17 17:19:32 2023-12-17 05:44:38 2023-12-17 05:37:38 2023-12-17 05:29:40 2023-12-17 05:27:09 2023-12-17 05:13:56 2023-12-17 04:56:01 2023-12-17 04:19:18 2023-12-17 02:31:37 2023-12-17 02:09:30 2023-12-17 01:56:42 2023-12-17 01:10:02 2023-12-17 00:47:39 2023-12-17 00:47:37

2023-12-15 15:40:07 2023-12-15 15:21:28 2023-12-15 13:53:19 2023-12-15 05:23:42 2023-12-15 05:23:42 2023-12-15 04:41:12 2023-12-15 04:41:12 2023-12-15 04:41:00 2023-12-15 04:40:59 2023-12-15 03:30:01 2023-12-15 03:29:59 2023-12-15 02:48:34 2023-12-15 02:14:04

2023-12-14 15:27:31 2023-12-14 14:15:57 2023-12-14 13:03:55 2023-12-14 11:52:49 2023-12-14 11:52:47 2023-12-14 06:38:01 2023-12-14 06:38:00 2023-12-14 06:08:48 2023-12-14 06:08:47 2023-12-14 05:10:07 2023-12-14 04:53:12 2023-12-14 04:48:45 2023-12-14 04:48:45 2023-12-14 04:48:45

2023-12-13 05:03:46 2023-12-13 04:34:41 2023-12-13 04:34:40 2023-12-13 03:06:38 2023-12-13 03:06:37 2023-12-13 01:37:07 2023-12-13 01:35:15 2023-12-13 01:35:15 2023-12-13 00:48:57 2023-12-13 00:41:24 2023-12-13 00:29:23 2023-12-13 00:09:56 2023-12-12 23:40:54 2023-12-12 23:40:53 2023-12-12 20:41:32

2023-12-11 17:17:20 2023-12-11 17:17:19 2023-12-11 13:20:07 2023-12-11 13:20:06 2023-12-11 11:15:13 2023-12-11 11:15:12 2023-12-11 06:00:58 2023-12-11 06:00:56 2023-12-11 05:32:06 2023-12-11 05:32:05 2023-12-11 05:26:04 2023-12-11 05:26:04 2023-12-11 04:20:41 2023-12-11 04:20:41 2023-12-11 04:20:48

2023-12-10 17:00:26 2023-12-10 17:00:25 2023-12-10 16:27:59 2023-12-10 16:27:58 2023-12-10 14:28:54 2023-12-10 14:28:53 2023-12-10 08:22:11 2023-12-10 08:22:10 2023-12-10 07:41:52 2023-12-10 07:41:52 2023-12-10 05:25:41 2023-12-10 05:04:52 2023-12-10 05:04:51 2023-12-10 04:30:17

2023-12-09 17:46:51 2023-12-09 17:46:49 2023-12-09 17:15:42 2023-12-09 17:09:55 2023-12-09 16:46:20 2023-12-09 02:41:30 2023-12-09 02:08:44 2023-12-09 01:29:58 2023-12-09 01:16:22 2023-12-09 00:56:36 2023-12-09 00:49:48 2023-12-09 00:08:02 2023-12-09 00:08:02 2023-12-09 00:08:02 2023-12-09 00:02:15 2023-12-08 23:59:14

2023-12-08 00:09:56 2023-12-08 00:00:45 2023-12-07 23:42:15 2023-12-07 21:36:01 2023-12-07 21:03:39 2023-12-07 20:31:25 2023-12-07 20:28:23 2023-12-07 19:35:27 2023-12-07 19:33:11 2023-12-07 19:10:49 2023-12-07 18:45:10 2023-12-07 18:27:13 2023-12-07 18:27:13

2023-12-06 19:32:54 2023-12-06 19:19:46 2023-12-06 19:00:01 2023-12-06 17:58:27 2023-12-06 17:53:42 2023-12-06 17:50:23 2023-12-06 17:26:24 2023-12-06 17:21:35 2023-12-06 17:10:18 2023-12-06 16:49:03 2023-12-06 15:59:04 2023-12-06 15:55:58 2023-12-06 15:46:24 2023-12-06 15:26:32 2023-12-06 03:22:57

2023-12-05 05:30:02 2023-12-05 05:08:47 2023-12-05 03:46:53 2023-12-05 03:46:52 2023-12-05 03:43:49 2023-12-05 03:34:55 2023-12-05 02:08:29 2023-12-05 01:35:04 2023-12-05 00:01:25 2023-12-04 23:07:52 2023-12-04 21:14:08 2023-12-04 17:46:04 2023-12-04 17:46:04 2023-12-04 17:46:04 2023-12-04 17:48:38

2023-12-03 22:50:21 2023-12-03 22:48:02 2023-12-03 22:36:03 2023-12-03 22:25:31 2023-12-03 22:09:56 2023-12-03 21:50:35 2023-12-03 21:25:18 2023-12-03 18:56:07 2023-12-03 18:51:15 2023-12-03 18:19:42 2023-12-03 17:31:22 2023-12-03 17:31:14 2023-12-03 17:10:27 2023-12-03 17:05:40 2023-12-03 16:42:40 2023-12-03 16:39:26

2023-12-01 23:50:22 2023-12-01 23:40:13 2023-12-01 23:15:05 2023-12-01 21:56:37 2023-12-01 21:05:56 2023-12-01 16:06:02 2023-12-01 07:33:15 2023-12-01 06:49:04 2023-12-01 06:41:47 2023-12-01 04:16:36 2023-12-01 02:34:11 2023-12-01 02:03:05 2023-12-01 02:01:08 2023-12-01 01:24:36 2023-11-30 22:36:53

2023-11-28 17:49:43 2023-11-28 17:46:29 2023-11-28 16:10:02 2023-11-28 06:12:32 2023-11-28 04:19:29 2023-11-28 04:09:24 2023-11-28 04:06:03 2023-11-28 03:35:00 2023-11-28 03:20:52 2023-11-28 01:59:09 2023-11-28 01:43:46 2023-11-28 01:17:34 2023-11-28 01:10:41 2023-11-28 01:06:35 2023-11-28 00:47:00 2023-11-27 23:33:40

2023-11-26 18:59:50 2023-11-26 18:52:26 2023-11-26 18:35:01 2023-11-26 17:38:27 2023-11-26 17:26:02 2023-11-26 17:17:10 2023-11-26 16:38:21 2023-11-26 06:25:02 2023-11-26 06:18:40 2023-11-26 05:15:19 2023-11-26 05:10:58 2023-11-26 05:10:58 2023-11-26 05:10:50 2023-11-26 05:10:27 2023-11-26 04:58:39

2023-11-24 14:49:41 2023-11-24 13:42:43 2023-11-24 12:19:51 2023-11-24 11:12:59 2023-11-24 09:49:49 2023-11-24 07:17:55 2023-11-24 06:59:23 2023-11-24 06:16:13 2023-11-24 05:58:07 2023-11-24 05:40:46 2023-11-24 05:22:43 2023-11-24 03:31:20 2023-11-24 03:31:14

2023-11-22 18:34:28 2023-11-22 18:20:43 2023-11-22 18:01:47 2023-11-22 17:53:18 2023-11-22 17:45:42 2023-11-22 17:40:31 2023-11-22 17:25:19 2023-11-22 16:55:24 2023-11-22 16:55:24 2023-11-22 15:59:38 2023-11-22 15:51:31 2023-11-22 15:38:42 2023-11-22 06:47:18 2023-11-22 05:35:16 2023-11-22 05:32:29

2023-11-21 17:14:12 2023-11-21 16:37:46 2023-11-21 04:30:38 2023-11-21 04:16:11 2023-11-21 04:14:21 2023-11-21 04:13:40 2023-11-21 03:32:01 2023-11-21 03:23:39 2023-11-21 02:26:15 2023-11-21 02:26:15 2023-11-21 02:19:57 2023-11-21 02:14:37 2023-11-21 01:26:22 2023-11-21 01:16:17 2023-11-21 01:05:31

2023-11-19 04:35:00 2023-11-19 04:22:12 2023-11-19 03:26:23 2023-11-19 02:01:46 2023-11-19 02:00:39 2023-11-19 01:54:24 2023-11-19 01:30:49 2023-11-19 01:14:34 2023-11-19 00:40:41 2023-11-19 23:50:38 2023-11-18 23:34:36 2023-11-18 23:22:35 2023-11-18 23:12:34

2023-11-17 01:33:45 2023-11-17 00:30:15 2023-11-17 00:18:14 2023-11-17 00:02:33 2023-11-16 23:40:52 2023-11-16 20:52:05 2023-11-16 19:58:56 2023-11-16 16:51:19 2023-11-16 07:31:04 2023-11-16 05:37:17 2023-11-16 05:29:42 2023-11-16 04:47:57 2023-11-16 03:25:21 2023-11-16 01:32:21

2023-11-15 03:12:21 2023-11-15 02:52:18 2023-11-15 02:52:01 2023-11-15 01:45:05 2023-11-15 01:37:05 2023-11-15 00:00:44 2023-11-14 23:59:03 2023-11-14 23:10:08 2023-11-14 22:31:58 2023-11-14 22:31:58 2023-11-14 21:46:46 2023-11-14 21:41:29 2023-11-14 21:23:02 2023-11-14 20:49:06

2023-11-13 04:18:00 2023-11-13 03:55:33 2023-11-13 03:39:22 2023-11-13 03:21:55 2023-11-13 03:12:24 2023-11-13 03:05:24 2023-11-13 02:42:55 2023-11-13 02:42:55 2023-11-13 02:32:54 2023-11-13 02:26:50 2023-11-13 02:05:31 2023-11-12 21:27:41 2023-11-12 20:57:28 2023-11-12 20:33:29

2023-11-10 23:07:32 2023-11-10 23:05:42 2023-11-10 21:42:29 2023-11-10 21:05:17 2023-11-10 21:01:39 2023-11-10 20:59:22 2023-11-10 20:47:16 2023-11-10 20:44:11 2023-11-10 20:35:09 2023-11-10 18:22:05 2023-11-10 18:16:25 2023-11-10 18:07:37 2023-11-10 17:49:10 2023-11-10 17:43:00 2023-11-10 17:28:08 2023-11-10 17:20:23

2023-11-09 04:40:40 2023-11-09 03:07:14 2023-11-09 01:58:28 2023-11-09 01:43:56 2023-11-09 01:42:09 2023-11-09 01:37:26 2023-11-08 23:26:54 2023-11-08 23:24:36 2023-11-08 23:02:10 2023-11-08 22:56:59 2023-11-08 22:52:47 2023-11-08 22:43:10 2023-11-08 22:40:08 2023-11-08 22:22:37 2023-11-08 21:52:31 2023-11-08 21:49:34

2023-11-07 05:17:50 2023-11-07 04:38:17 2023-11-07 03:41:48 2023-11-07 03:01:11 2023-11-07 02:39:09 2023-11-07 02:27:11 2023-11-07 02:09:05 2023-11-07 01:37:50 2023-11-07 00:45:48 2023-11-07 00:36:01 2023-11-06 23:55:47 2023-11-06 23:35:57 2023-11-06 23:23:05 2023-11-06 22:51:56

2023-11-05 19:04:16 2023-11-05 18:59:40 2023-11-05 18:41:05 2023-11-05 18:30:30 2023-11-05 18:24:29 2023-11-05 18:06:42 2023-11-05 17:50:34 2023-11-05 17:43:11 2023-11-05 17:39:33 2023-11-05 16:39:36 2023-11-05 16:18:22 2023-11-05 06:28:34 2023-11-05 06:28:34 2023-11-05 06:27:51 2023-11-05 06:27:05

2023-11-03 04:52:44 2023-11-03 04:30:58 2023-11-03 04:22:33 2023-11-03 04:18:57 2023-11-03 04:09:07 2023-11-03 03:45:10 2023-11-03 03:27:38 2023-11-03 03:20:34 2023-11-03 02:57:53 2023-11-03 02:46:50 2023-11-03 02:27:53 2023-11-03 02:27:53 2023-11-03 00:49:06 2023-11-03 00:49:06 2023-11-03 00:49:06

2023-11-01 01:20:19 2023-11-01 00:46:34 2023-11-01 00:12:24 2023-10-31 22:38:07 2023-10-31 22:35:19 2023-10-31 20:35:06 2023-10-31 20:13:53 2023-10-31 17:54:10 2023-10-31 17:51:14 2023-10-31 17:16:33 2023-10-31 17:12:21 2023-10-31 16:52:17 2023-10-31 16:52:17

2023-10-29 21:05:39 2023-10-29 20:46:49 2023-10-29 20:07:31 2023-10-29 17:43:45 2023-10-29 17:36:09 2023-10-29 17:27:23 2023-10-29 17:27:23 2023-10-29 17:12:30 2023-10-29 16:49:18 2023-10-29 16:04:28 2023-10-29 05:46:43 2023-10-29 03:24:39 2023-10-29 03:12:28 2023-10-29 02:59:54

2023-10-26 16:48:38 2023-10-26 16:45:10 2023-10-26 16:34:56 2023-10-26 16:27:10 2023-10-26 16:21:27 2023-10-26 16:17:42 2023-10-26 16:11:30 2023-10-26 15:36:32 2023-10-26 14:38:21 2023-10-26 04:59:01 2023-10-26 04:48:00 2023-10-26 04:40:55 2023-10-26 04:26:53 2023-10-26 03:29:23

2023-10-23 21:53:11 2023-10-23 21:36:54 2023-10-23 20:25:23 2023-10-23 19:41:30 2023-10-23 19:18:07 2023-10-23 19:09:53 2023-10-23 19:03:00 2023-10-23 18:23:06 2023-10-23 18:18:00 2023-10-23 18:18:00 2023-10-23 17:51:06 2023-10-23 17:51:06 2023-10-23 17:43:59 2023-10-23 17:11:56 2023-10-23 16:20:53

2023-10-20 21:49:52 2023-10-20 21:36:35 2023-10-20 21:33:43 2023-10-20 20:55:05 2023-10-20 20:43:40 2023-10-20 20:07:05 2023-10-20 20:07:05 2023-10-20 19:47:33 2023-10-20 18:42:56 2023-10-20 17:14:36 2023-10-20 06:54:05 2023-10-20 06:23:06 2023-10-20 06:11:14 2023-10-20 04:13:39

2023-10-17 22:21:43 2023-10-17 16:53:52 2023-10-17 16:02:38 2023-10-17 15:30:05 2023-10-17 03:44:55 2023-10-17 03:31:58 2023-10-16 23:54:52 2023-10-16 23:14:58 2023-10-16 21:36:13 2023-10-16 19:43:35 2023-10-16 19:22:12 2023-10-16 19:20:30 2023-10-16 19:03:19 2023-10-16 18:13:43

2023-10-15 05:05:51 2023-10-15 04:11:10 2023-10-15 03:42:46 2023-10-15 03:32:37 2023-10-15 02:41:58 2023-10-15 02:08:13 2023-10-15 01:59:30 2023-10-15 01:56:12 2023-10-15 01:54:12 2023-10-15 01:54:12 2023-10-15 00:58:32 2023-10-15 00:26:43 2023-10-14 22:39:40 2023-10-14 21:43:01 2023-10-14 21:08:46

2023-10-12 18:54:08 2023-10-12 17:09:47 2023-10-12 15:28:30 2023-10-12 15:22:02 2023-10-12 15:10:44 2023-10-12 14:51:16 2023-10-12 12:07:14 2023-10-12 11:30:54 2023-10-12 09:24:59 2023-10-12 09:20:07 2023-10-12 05:56:17 2023-10-12 05:41:15 2023-10-12 05:40:26 2023-10-12 05:35:23 2023-10-12 05:27:52 2023-10-12 04:45:30

2023-10-10 03:00:48 2023-10-10 01:05:01 2023-10-10 00:35:37 2023-10-10 00:10:08 2023-10-10 00:00:38 2023-10-09 22:37:49 2023-10-09 22:31:40 2023-10-09 22:02:56 2023-10-09 21:49:58 2023-10-09 21:40:26 2023-10-09 20:30:32 2023-10-09 19:54:08

2023-10-08 02:41:05 2023-10-08 02:24:53 2023-10-08 02:19:21 2023-10-08 01:57:00 2023-10-08 01:39:48 2023-10-08 00:39:23 2023-10-08 00:12:07 2023-10-07 23:46:45 2023-10-07 22:40:47 2023-10-07 22:40:47 2023-10-07 22:27:21 2023-10-07 22:13:36 2023-10-07 22:05:39 2023-10-07 21:56:52

2023-10-06 00:17:54 2023-10-06 00:10:55 2023-10-05 23:58:15 2023-10-05 23:36:32 2023-10-05 23:01:13 2023-10-05 22:43:46 2023-10-05 22:33:45 2023-10-05 22:29:58 2023-10-05 22:16:21 2023-10-05 22:14:20 2023-10-05 22:00:44 2023-10-05 21:50:28

2023-10-04 17:43:08 2023-10-04 17:02:26 2023-10-04 16:57:12 2023-10-04 16:50:15 2023-10-04 16:46:00 2023-10-04 16:37:14 2023-10-04 16:20:48 2023-10-04 16:07:43 2023-10-04 15:18:57 2023-10-04 14:29:19 2023-10-04 12:46:49 2023-10-04 07:23:35 2023-10-04 07:04:54

2023-10-02 18:04:15 2023-10-02 18:02:54 2023-10-02 17:31:33 2023-10-02 17:09:04 2023-10-02 17:03:26 2023-10-02 16:58:06 2023-10-02 16:16:32 2023-10-02 06:46:48 2023-10-02 05:42:57 2023-10-02 05:38:05 2023-10-02 04:21:59 2023-10-02 02:28:15 2023-10-02 02:20:16 2023-10-02 01:58:42 2023-10-02 01:50:29

2023-09-30 21:33:08 2023-09-30 18:27:19 2023-09-30 18:06:47 2023-09-30 17:56:07 2023-09-30 17:51:16 2023-09-30 17:30:33 2023-09-30 16:54:07 2023-09-30 16:49:30 2023-09-30 16:22:20 2023-09-30 15:25:32 2023-09-30 09:24:04 2023-09-30 09:08:27 2023-09-30 04:15:32 2023-09-30 03:19:51

2023-09-29 03:43:07 2023-09-29 02:51:09 2023-09-29 02:48:26 2023-09-29 02:16:18 2023-09-29 02:15:11 2023-09-29 01:59:06 2023-09-29 01:41:06 2023-09-29 01:27:55 2023-09-29 01:22:20 2023-09-29 00:49:09 2023-09-29 00:45:30 2023-09-29 00:38:54 2023-09-29 00:28:10 2023-09-29 00:14:43

2023-09-28 00:41:26 2023-09-28 00:17:44 2023-09-27 23:56:02 2023-09-27 23:30:50 2023-09-27 23:07:23 2023-09-27 22:30:34 2023-09-27 20:30:39 2023-09-27 20:30:39 2023-09-27 19:40:19 2023-09-27 19:04:54 2023-09-27 19:02:59 2023-09-27 18:57:13 2023-09-27 18:39:27 2023-09-27 18:25:15 2023-09-27 17:30:11

2023-09-26 02:52:30 2023-09-26 02:15:47 2023-09-26 01:40:58 2023-09-26 01:37:58 2023-09-26 01:10:15 2023-09-26 01:04:38 2023-09-26 00:37:57 2023-09-26 00:36:36 2023-09-26 00:05:30 2023-09-26 00:00:19 2023-09-25 22:46:15 2023-09-25 22:19:14 2023-09-25 19:24:10

2023-09-24 02:47:49 2023-09-24 02:03:51 2023-09-24 02:03:48 2023-09-24 01:57:24 2023-09-24 01:08:03 2023-09-24 01:04:12 2023-09-23 23:57:06 2023-09-23 23:51:42 2023-09-23 23:50:26 2023-09-23 22:59:35 2023-09-23 22:30:22 2023-09-23 22:13:50 2023-09-23 22:13:50 2023-09-23 22:12:54 2023-09-23 22:12:54

2023-09-22 17:17:03 2023-09-22 16:21:39 2023-09-22 15:24:55 2023-09-22 06:47:14 2023-09-22 03:29:34 2023-09-22 03:26:31 2023-09-22 03:19:50 2023-09-22 03:19:29 2023-09-22 03:17:07 2023-09-22 03:14:44 2023-09-22 03:12:27 2023-09-22 03:02:46 2023-09-22 00:30:10 2023-09-22 00:15:41

2023-09-20 18:50:26 2023-09-20 18:13:27 2023-09-20 17:26:50 2023-09-20 14:29:41 2023-09-20 14:11:58 2023-09-20 13:33:22 2023-09-20 13:18:40 2023-09-20 12:52:07 2023-09-20 12:52:07 2023-09-20 12:11:40 2023-09-20 12:53:38 2023-09-20 04:56:13 2023-09-20 02:54:12 2023-09-20 02:53:36

2023-09-19 01:47:21 2023-09-19 01:01:21 2023-09-19 00:16:04 2023-09-19 00:14:57 2023-09-19 00:14:57 2023-09-18 23:22:30 2023-09-18 22:37:33 2023-09-18 22:32:37 2023-09-18 22:32:37 2023-09-18 22:18:24 2023-09-18 22:02:24 2023-09-18 21:14:57 2023-09-18 20:39:35 2023-09-18 20:23:27

2023-09-17 01:13:11 2023-09-17 00:11:43 2023-09-16 23:34:58 2023-09-16 23:17:29 2023-09-16 22:39:20 2023-09-16 22:23:47 2023-09-16 21:53:07 2023-09-16 21:39:08 2023-09-16 21:36:49 2023-09-16 21:34:21 2023-09-16 21:28:18 2023-09-16 21:15:00 2023-09-16 20:49:14 2023-09-16 20:38:35 2023-09-16 20:25:21

2023-09-15 19:05:19 2023-09-15 18:52:24 2023-09-15 18:47:08 2023-09-15 18:38:17 2023-09-15 18:07:52 2023-09-15 17:58:44 2023-09-15 17:53:09 2023-09-15 17:38:02 2023-09-15 17:32:09 2023-09-15 06:34:12 2023-09-15 05:53:54 2023-09-15 05:45:24 2023-09-15 05:30:32 2023-09-15 05:21:10 2023-09-15 04:12:05

2023-09-14 03:32:57 2023-09-14 01:55:15 2023-09-14 00:42:03 2023-09-14 00:08:09 2023-09-14 00:07:29 2023-09-13 23:34:32 2023-09-13 23:29:23 2023-09-13 21:58:07 2023-09-13 20:58:13 2023-09-13 19:09:45 2023-09-13 18:48:31 2023-09-13 16:39:42 2023-09-13 16:37:30

2023-09-12 21:49:23 2023-09-12 21:37:36 2023-09-12 21:30:34 2023-09-12 21:27:39 2023-09-12 21:16:03 2023-09-12 21:10:06 2023-09-12 21:07:12 2023-09-12 21:04:41 2023-09-12 20:00:36 2023-09-12 19:47:48 2023-09-12 19:47:47 2023-09-12 19:34:44 2023-09-12 19:11:25 2023-09-12 19:06:38 2023-09-12 18:38:33 2023-09-12 18:29:27

2023-09-11 03:58:01 2023-09-10 23:10:46 2023-09-10 21:27:10 2023-09-10 19:04:24 2023-09-10 18:15:55 2023-09-10 16:34:45 2023-09-10 16:25:45 2023-09-10 10:09:52 2023-09-10 08:44:06 2023-09-10 08:06:07 2023-09-10 06:01:41 2023-09-10 05:45:00 2023-09-10 03:36:43 2023-09-10 03:31:56 2023-09-10 01:37:07 2023-09-10 01:33:53

2023-09-08 19:24:31 2023-09-08 19:20:03 2023-09-08 19:07:47 2023-09-08 18:59:02 2023-09-08 16:52:34 2023-09-08 16:32:45 2023-09-08 16:24:31 2023-09-08 13:29:51 2023-09-08 13:15:48 2023-09-08 09:11:16 2023-09-08 09:01:00 2023-09-08 08:44:37 2023-09-08 08:07:39 2023-09-08 07:59:32 2023-09-08 07:21:30

2023-09-06 19:01:36 2023-09-06 17:54:48 2023-09-06 17:25:28 2023-09-06 17:16:04 2023-09-06 16:09:18 2023-09-06 11:25:40 2023-09-06 10:59:50 2023-09-06 10:56:54 2023-09-06 10:48:28 2023-09-06 03:11:57 2023-09-06 02:23:08 2023-09-06 02:05:09 2023-09-06 01:08:34 2023-09-06 01:03:59

2023-09-04 23:06:02 2023-09-04 21:33:14 2023-09-04 20:59:17 2023-09-04 20:28:39 2023-09-04 20:22:51 2023-09-04 20:12:47 2023-09-04 18:56:29 2023-09-04 17:52:27 2023-09-04 17:31:16 2023-09-04 16:40:49 2023-09-04 16:23:50 2023-09-04 15:31:38 2023-09-04 15:14:22

2023-09-03 17:00:50 2023-09-03 09:11:58 2023-09-03 09:08:22 2023-09-03 08:31:01 2023-09-03 08:24:32 2023-09-03 08:19:56 2023-09-03 07:40:11 2023-09-03 06:55:59 2023-09-03 06:07:29 2023-09-03 04:28:16 2023-09-03 04:05:49 2023-09-03 02:45:17

2023-09-02 02:41:05 2023-09-02 02:28:49 2023-09-02 02:08:48 2023-09-02 01:56:35 2023-09-02 01:25:27 2023-09-01 22:42:36 2023-09-01 20:03:59 2023-09-01 20:00:08 2023-09-01 19:56:51 2023-09-01 19:28:13 2023-09-01 19:08:30 2023-09-01 18:42:28 2023-09-01 18:42:28 2023-09-01 18:42:7:57

2023-08-31 22:35:57 2023-08-31 22:30:41 2023-08-31 22:26:38 2023-08-31 22:23:37 2023-08-31 22:23:37 2023-08-31 22:21:27 2023-08-31 21:49:52 2023-08-31 20:23:59 2023-08-31 19:30:41 2023-08-31 19:00:57 2023-08-31 18:30:29 2023-08-31 17:47:41 2023-08-31 17:29:49 2023-08-31 17:15:47 2023-08-31 17:14:02 2023-08-31 16:33:13 2023-08-31 15:23:23

2023-08-29 23:10:54 2023-08-29 23:04:12 2023-08-29 23:01:41 2023-08-29 22:58:28 2023-08-29 22:49:52 2023-08-29 22:41:15 2023-08-29 22:08:36 2023-08-29 21:22:45 2023-08-29 20:53:54 2023-08-29 20:34:16 2023-08-29 20:16:09 2023-08-29 20:13:13 2023-08-29 19:27:28 2023-08-29 19:08:25 2023-08-29 19:04:59

2023-08-28 19:56:45 2023-08-28 17:50:23 2023-08-28 17:44:15 2023-08-28 17:37:54 2023-08-28 16:55:46 2023-08-28 16:54:40 2023-08-28 12:41:18 2023-08-28 10:38:32 2023-08-28 09:44:13 2023-08-28 09:35:25 2023-08-28 09:29:42 2023-08-28 09:26:38 2023-08-28 09:20:51 2023-08-28 09:14:28 2023-08-28 09:00:16 2023-08-28 08:43:01

2023-08-27 05:10:38 2023-08-27 05:03:30 2023-08-27 04:35:13 2023-08-27 04:05:37 2023-08-27 03:52:55 2023-08-27 03:33:14 2023-08-27 02:38:00 2023-08-27 02:14:59 2023-08-27 01:39:36 2023-08-27 00:50:58 2023-08-27 00:50:58 2023-08-27 00:05:46 2023-08-26 22:38:01 2023-08-26 22:33:04 2023-08-26 22:26:26

2023-08-25 19:44:45 2023-08-25 19:26:58 2023-08-25 19:24:39 2023-08-25 19:07:46 2023-08-25 18:53:15 2023-08-25 18:43:19 2023-08-25 18:15:17 2023-08-25 17:36:02 2023-08-25 16:32:32 2023-08-25 16:29:47 2023-08-25 16:24:35 2023-08-25 16:06:16 2023-08-25 15:45:17 2023-08-25 15:23:13

2023-08-24 05:46:42 2023-08-24 05:34:40 2023-08-24 05:24:44 2023-08-24 04:38:40 2023-08-24 04:06:46 2023-08-24 03:57:42 2023-08-24 03:52:16 2023-08-24 03:00:00 2023-08-24 02:58:59 2023-08-24 02:36:05 2023-08-24 01:57:02 2023-08-24 01:57:02 2023-08-24 01:15:58 2023-08-24 00:59:46 2023-08-24 00:43:07

2023-08-22 23:23:27 2023-08-22 23:21:12 2023-08-22 22:53:19 2023-08-22 22:28:59 2023-08-22 20:51:41 2023-08-22 20:36:50 2023-08-22 20:17:00 2023-08-22 20:11:43 2023-08-22 18:24:37 2023-08-22 16:12:40 2023-08-22 16:09:16 2023-08-22 15:24:17 2023-08-22 07:39:51 2023-08-22 06:23:53 2023-08-22 05:47:28

2023-08-21 14:17:27 2023-08-21 11:15:43 2023-08-21 05:29:07 2023-08-21 04:41:20 2023-08-21 03:38:12 2023-08-21 03:24:11 2023-08-21 03:16:56 2023-08-21 03:05:15 2023-08-21 02:53:59 2023-08-21 02:42:33 2023-08-21 01:15:39 2023-08-21 01:09:45 2023-08-21 01:04:34 2023-08-20 22:28:14

2023-08-19 01:38:33 2023-08-19 01:31:51 2023-08-19 01:23:18 2023-08-19 00:58:32 2023-08-18 23:03:27 2023-08-18 22:47:05 2023-08-18 22:33:20 2023-08-18 20:46:53 2023-08-18 20:28:25 2023-08-18 20:17:27 2023-08-18 20:14:55 2023-08-18 19:14:25 2023-08-18 19:00:45 2023-08-18 19:00:45 2023-08-18 19:00:45 2023-08-18 17:30:36

2023-08-17 04:40:50 2023-08-17 03:32:14 2023-08-17 03:15:34 2023-08-17 03:09:23 2023-08-17 02:50:04 2023-08-17 02:36:24 2023-08-17 02:01:35 2023-08-17 01:47:12 2023-08-17 01:44:29 2023-08-17 01:39:31 2023-08-17 01:15:09 2023-08-17 00:52:00 2023-08-17 00:41:03 2023-08-17 00:32:36 2023-08-17 00:26:14 2023-08-17 00:21:44

2023-08-15 23:23:45 2023-08-15 23:21:26 2023-08-15 22:40:47 2023-08-15 21:45:41 2023-08-15 21:38:38 2023-08-15 21:30:45 2023-08-15 21:21:40 2023-08-15 18:58:00 2023-08-15 18:47:55 2023-08-15 18:47:55 2023-08-15 18:30:23 2023-08-15 18:11:23 2023-08-15 17:49:17 2023-08-15 17:44:41 2023-08-15 17:22:26 2023-08-15 16:54:05

2023-08-13 18:56:16 2023-08-13 18:44:14 2023-08-13 18:31:42 2023-08-13 17:44:22 2023-08-13 17:44:22 2023-08-13 17:43:37 2023-08-13 17:30:35 2023-08-13 16:45:44 2023-08-13 13:06:27 2023-08-13 13:06:27 2023-08-13 12:25:53 2023-08-13 02:55:06 2023-08-13 02:49:35 2023-08-13 02:49:35 2023-08-13 02:49:35 2023-08-13 02:49:58

2023-08-11 20:08:00 2023-08-11 20:00:35 2023-08-11 19:42:49 2023-08-11 18:40:09 2023-08-11 18:27:08 2023-08-11 18:15:04 2023-08-11 18:06:48 2023-08-11 18:03:00 2023-08-11 17:54:30 2023-08-11 17:36:57 2023-08-11 17:04:25 2023-08-11 17:00:56 2023-08-11 16:40:25 2023-08-11 14:58:24

2023-08-09 21:43:53 2023-08-09 21:38:31 2023-08-09 21:34:42 2023-08-09 21:24:28 2023-08-09 21:10:26 2023-08-09 21:02:41 2023-08-09 20:51:14 2023-08-09 19:51:03 2023-08-09 19:22:27 2023-08-09 19:17:19 2023-08-09 19:17:19 2023-08-09 19:11:57 2023-08-09 19:04:52 2023-08-09 18:52:34 2023-08-09 18:36:33 2023-08-09 17:28:28

2023-08-08 08:25:13 2023-08-08 08:13:12 2023-08-08 06:03:12 2023-08-08 05:37:26 2023-08-08 03:12:06 2023-08-08 02:26:55 2023-08-08 02:18:35 2023-08-08 01:40:18 2023-08-08 01:15:38 2023-08-08 01:07:47 2023-08-08 00:36:07 2023-08-07 23:56:26 2023-08-07 23:45:06 2023-08-07 23:37:44 2023-08-07 23:12:36

2023-08-05 21:16:13

2023-08-03 20:57:04 2023-08-03 18:34:32 2023-08-03 18:13:56 2023-08-03 18:02:10 2023-08-03 17:56:56 2023-08-03 16:48:19 2023-08-03 16:11:08 2023-08-03 15:58:21 2023-08-03 15:51:07 2023-08-03 10:52:37 2023-08-03 09:25:10 2023-08-03 01:27:06 2023-08-03 00:34:34 2023-08-02 21:13:15 2023-08-02 20:44:06

2023-08-01 16:09:13 2023-08-01 15:38:16 2023-08-01 15:13:21 2023-08-01 15:01:15 2023-08-01 14:49:51 2023-08-01 14:44:45 2023-08-01 14:44:45 2023-08-01 14:09:10 2023-08-01 13:48:32 2023-08-01 13:30:41 2023-08-01 13:10:00 2023-08-01 05:53:37 2023-08-01 00:44:03

2023-07-30 02:38:52 2023-07-30 01:55:49 2023-07-30 01:46:59 2023-07-30 01:32:14 2023-07-30 00:39:14 2023-07-30 00:02:28 2023-07-29 23:37:46 2023-07-29 22:54:56 2023-07-29 22:43:55 2023-07-29 22:34:41 2023-07-29 22:04:40 2023-07-29 21:58:25 2023-07-29 21:54:05

2023-07-28 18:36:27 2023-07-28 18:34:52 2023-07-28 18:17:41 2023-07-28 17:09:22 2023-07-28 17:08:02 2023-07-28 16:34:59 2023-07-28 10:12:01 2023-07-28 10:11:08 2023-07-28 09:03:48 2023-07-28 08:19:47 2023-07-28 08:10:14 2023-07-28 08:06:57 2023-07-28 07:57:15 2023-07-28 06:36:22

2023-07-27 03:45:54 2023-07-26 20:36:00 2023-07-26 20:35:05 2023-07-26 18:35:42 2023-07-26 16:41:49 2023-07-26 16:08:23 2023-07-26 15:16:54 2023-07-26 14:30:13 2023-07-26 13:53:28 2023-07-26 13:49:05 2023-07-26 13:23:01 2023-07-26 12:41:44 2023-07-26 12:17:23 2023-07-26 12:13:34

2023-07-25 08:04:42 2023-07-25 05:51:40 2023-07-25 05:34:13 2023-07-25 05:27:26 2023-07-25 05:14:18 2023-07-25 05:09:10 2023-07-25 05:05:57 2023-07-25 05:02:34 2023-07-25 02:33:48 2023-07-25 02:25:17 2023-07-25 02:02:30 2023-07-25 01:57:19 2023-07-25 01:45:41 2023-07-25 01:42:57

2023-07-24 05:21:47 2023-07-24 05:09:13 2023-07-24 04:47:25 2023-07-24 04:44:38 2023-07-24 04:38:52 2023-07-24 04:05:37 2023-07-24 03:23:50 2023-07-24 02:57:29 2023-07-24 02:51:23 2023-07-24 02:29:25 2023-07-24 02:06:57 2023-07-24 02:06:57 2023-07-24 02:06:41 2023-07-24 01:56:29

2023-07-23 20:17:50 2023-07-23 20:15:42 2023-07-23 20:07:00 2023-07-23 20:02:19 2023-07-23 19:47:15 2023-07-23 19:28:15 2023-07-23 19:09:58 2023-07-23 19:02:49 2023-07-23 18:05:39 2023-07-23 09:04:38 2023-07-23 08:56:26 2023-07-23 08:51:31 2023-07-23 08:47:48 2023-07-23 08:46:17

2023-07-22 23:03:39 2023-07-22 22:55:59 2023-07-22 22:41:49 2023-07-22 22:35:48 2023-07-22 22:23:43 2023-07-22 22:21:37 2023-07-22 22:14:41 2023-07-22 22:10:26 2023-07-22 21:59:51 2023-07-22 21:57:00 2023-07-22 21:52:47 2023-07-22 21:34:04 2023-07-22 21:34:04 2023-07-22 21:05:35

2023-07-22 01:59:40 2023-07-22 01:55:52 2023-07-22 01:35:47 2023-07-22 01:28:00 2023-07-22 01:04:47 2023-07-22 01:02:08 2023-07-22 00:58:10 2023-07-21 23:01:27 2023-07-21 22:52:47 2023-07-21 22:52:47 2023-07-21 22:52:28 2023-07-21 22:01:26 2023-07-21 21:51:46 2023-07-21 21:32:52

2023-07-21 01:06:36 2023-07-21 00:53:24 2023-07-21 00:49:30 2023-07-21 00:09:06 2023-07-21 00:09:06 2023-07-20 23:56:22 2023-07-20 23:28:08 2023-07-20 22:47:36 2023-07-20 22:16:35 2023-07-20 20:55:12 2023-07-20 20:48:13 2023-07-20 20:29:12 2023-07-20 20:29:12 2023-07-20 20:24:58 2023-07-20 20:12:03

2023-07-19 18:06:37 2023-07-19 17:56:55 2023-07-19 17:40:19 2023-07-19 17:23:53 2023-07-19 17:16:47 2023-07-19 17:14:42 2023-07-19 16:53:35 2023-07-19 16:49:38 2023-07-19 16:18:59 2023-07-19 14:38:33 2023-07-19 11:08:50 2023-07-19 10:55:58 2023-07-19 10:55:58 2023-07-19 10:14:21 2023-07-19 09:56:46

2023-07-18 17:12:41 2023-07-18 16:51:53 2023-07-18 16:49:24 2023-07-18 16:42:19 2023-07-18 16:36:47 2023-07-18 16:34:49 2023-07-18 16:34:49 2023-07-18 16:15:42 2023-07-18 16:02:37 2023-07-18 06:25:20 2023-07-18 06:16:17 2023-07-18 06:16:17 2023-07-18 03:08:51 2023-07-18 02:52:43

2023-07-17 15:29:47 2023-07-17 14:09:38 2023-07-17 13:18:38 2023-07-17 12:17:43 2023-07-17 12:10:28 2023-07-17 11:48:23 2023-07-17 11:37:44 2023-07-17 07:54:06 2023-07-17 04:53:13 2023-07-17 04:15:59 2023-07-17 02:43:11 2023-07-17 00:48:08 2023-07-17 00:37:49 2023-07-17 00:37:49

2023-07-15 21:43:52 2023-07-15 21:40:12 2023-07-15 21:31:02 2023-07-15 21:17:41 2023-07-15 21:08:08 2023-07-15 21:05:24 2023-07-15 21:02:31 2023-07-15 20:49:18 2023-07-15 19:39:30 2023-07-15 19:01:24 2023-07-15 18:47:56 2023-07-15 18:43:32 2023-07-15 18:15:06 2023-07-15 16:00:28

2023-07-14 17:38:37 2023-07-14 17:15:49 2023-07-14 16:46:37 2023-07-14 16:03:08 2023-07-14 15:53:53 2023-07-14 15:41:56 2023-07-14 15:41:56 2023-07-14 15:41:23 2023-07-14 15:39:10 2023-07-14 07:04:58 2023-07-14 07:04:58 2023-07-14 03:14:51 2023-07-14 03:01:20

2023-07-13 00:07:25 2023-07-13 00:00:33 2023-07-12 23:55:41 2023-07-12 23:24:35 2023-07-12 23:24:35 2023-07-12 23:07:47 2023-07-12 22:39:03 2023-07-12 22:34:43 2023-07-12 22:05:07 2023-07-12 21:55:16 2023-07-12 21:44:59 2023-07-12 21:32:21 2023-07-12 21:15:20 2023-07-12 21:15:20

2023-07-12 07:23:04 2023-07-12 07:21:46 2023-07-12 07:01:25 2023-07-12 06:37:29 2023-07-12 06:24:26 2023-07-12 06:05:31 2023-07-12 05:44:27 2023-07-12 05:37:05 2023-07-12 05:14:15 2023-07-12 05:02:12 2023-07-12 04:32:12 2023-07-12 04:31:17 2023-07-12 04:23:54 2023-07-12 03:29:45 2023-07-12 03:11:00

2023-07-11 04:28:07 2023-07-11 04:25:50 2023-07-11 04:21:15 2023-07-11 04:06:34 2023-07-11 03:46:19 2023-07-11 03:31:48 2023-07-11 02:21:48 2023-07-11 02:09:18 2023-07-11 00:56:52 2023-07-11 00:54:35 2023-07-11 00:32:01 2023-07-10 20:57:47 2023-07-10 20:54:11

2023-07-10 00:08:54 2023-07-09 23:43:39 2023-07-09 23:37:11 2023-07-09 23:22:14 2023-07-09 23:01:41 2023-07-09 22:24:01 2023-07-09 22:13:59 2023-07-09 22:11:27 2023-07-09 22:04:38 2023-07-09 21:25:17 2023-07-09 21:09:31 2023-07-09 20:57:14 2023-07-09 20:07:01 2023-07-09 20:04:24 2023-07-09 19:52:54

2023-07-08 00:33:50 2023-07-08 00:09:15 2023-07-07 23:35:50 2023-07-07 23:05:59 2023-07-07 22:42:39 2023-07-07 21:17:36 2023-07-07 19:42:22 2023-07-07 18:51:06 2023-07-07 18:26:02 2023-07-07 18:06:54 2023-07-07 16:51:31 2023-07-07 16:44:49 2023-07-07 16:39:24

2023-07-06 21:15:38 2023-07-06 21:00:22 2023-07-06 20:11:13 2023-07-06 19:03:44 2023-07-06 19:02:49 2023-07-06 19:01:57 2023-07-06 18:59:46 2023-07-06 18:58:10 2023-07-06 13:55:21 2023-07-06 13:50:33 2023-07-06 13:44:43 2023-07-06 12:33:40 2023-07-06 12:33:40

2023-07-06 07:01:21 2023-07-06 07:00:30 2023-07-06 06:59:20 2023-07-06 06:57:52 2023-07-06 06:55:54 2023-07-06 06:51:53 2023-07-06 06:45:27 2023-07-06 06:44:32 2023-07-06 06:41:28 2023-07-06 06:40:39 2023-07-06 06:39:21 2023-07-06 06:14:12 2023-07-06 06:03:44 2023-07-06 06:03:44 2023-07-06 06:01:39

2023-07-05 08:05:40 2023-07-05 07:59:51 2023-07-05 07:07:38 2023-07-05 07:00:47 2023-07-05 06:58:24 2023-07-05 06:57:12 2023-07-05 06:54:17 2023-07-05 06:53:11 2023-07-05 06:52:13 2023-07-05 06:51:03 2023-07-05 06:50:24 2023-07-05 06:49:26 2023-07-05 06:48:58

2023-07-04 22:44:32 2023-07-04 22:12:59 2023-07-04 21:43:58 2023-07-04 20:58:52 2023-07-04 20:21:37 2023-07-04 17:43:51 2023-07-04 17:38:35 2023-07-04 17:20:58 2023-07-04 17:16:21 2023-07-04 17:16:21

2023-07-03 08:08:52 2023-07-03 06:12:05 2023-07-03 03:15:47 2023-07-03 03:12:58 2023-07-03 02:37:25 2023-07-03 02:34:23 2023-07-03 02:27:54 2023-07-03 00:06:20 2023-07-02 23:45:42 2023-07-02 23:38:39 2023-07-02 23:256 2023-07-02 23:20:12 2023-07-02 22:49:22 2023-07-02 22:46:25

2023-07-01 16:20:24 2023-07-01 16:14:59 2023-07-01 16:13:06 2023-07-01 16:10:25 2023-07-01 15:53:59 2023-07-01 15:51:10 2023-07-01 15:48:13 2023-07-01 15:42:47 2023-07-01 15:17:09 2023-07-01 15:15:39 2023-07-01 15:04:39 2023-07-01 15:02:37 2023-07-01 14:58:11 2023-07-01 14:58:11

2023-06-30 16:52:22 2023-06-30 16:27:27 2023-06-30 15:27:35 2023-06-30 15:19:08 2023-06-30 14:52:27 2023-06-30 13:41:38 2023-06-30 12:30:33 2023-06-30 12:24:24 2023-06-30 11:14:08 2023-06-30 05:47:50 2023-06-30 05:45:43 2023-06-30 05:39:12 2023-06-30 04:32:38 2023-06-30 04:25:47 2023-06-30 04:17:30

2023-06-29 20:58:22 2023-06-29 20:41:39 2023-06-29 20:24:38 2023-06-29 20:12:17 2023-06-29 20:01:37 2023-06-29 19:43:27 2023-06-29 19:41:28 2023-06-29 19:37:39 2023-06-29 19:29:01 2023-06-29 19:04:24 2023-06-29 18:58:05 2023-06-29 18:55:22 2023-06-29 18:36:36 2023-06-29 18:36:36 2023-06-29 18:31:19

2023-06-28 23:38:18 2023-06-28 23:32:02 2023-06-28 23:20:10 2023-06-28 23:16:22 2023-06-28 23:09:40 2023-06-28 23:06:05 2023-06-28 22:58:28 2023-06-28 22:50:53 2023-06-28 22:39:43 2023-06-28 20:44:22 2023-06-28 20:39:31 2023-06-28 20:32:53 2023-06-28 20:21:44 2023-06-28 20:14:56 2023-06-28 20:01:48 2023-06-28 18:16:50

2023-06-27 18:54:24 2023-06-27 18:49:37 2023-06-27 18:49:06 2023-06-27 18:47:51 2023-06-27 18:24:48 2023-06-27 18:11:31 2023-06-27 18:10:22 2023-06-27 18:07:16 2023-06-27 17:59:25 2023-06-27 17:54:14 2023-06-27 17:03:55 2023-06-27 15:37:42 2023-06-27 15:37:41 2023-06-27 05:42:18 2023-06-27 05:08:26 2023-06-27 05:02:19

2023-06-25 20:45:43 2023-06-25 20:42:31 2023-06-25 19:49:43 2023-06-25 19:45:53 2023-06-25 18:50:38 2023-06-25 18:46:50 2023-06-25 18:44:42 2023-06-25 18:40:57 2023-06-25 18:37:20 2023-06-25 18:37:20 2023-06-25 18:30:44 2023-06-25 18:19:37 2023-06-25 18:19:37 2023-06-25 18:19:37

2023-06-24 04:07:24 2023-06-24 02:48:18 2023-06-24 02:32:32 2023-06-24 01:28:08 2023-06-24 01:19:25 2023-06-24 00:56:26 2023-06-24 00:17:09 2023-06-24 00:15:50 2023-06-24 00:12:05 2023-06-23 21:43:51 2023-06-23 20:40:50 2023-06-23 15:58:31 2023-06-23 15:53:32 2023-06-23 15:48:32 2023-06-23 15:44:37

2023-06-22 19:11:10 2023-06-22 19:19:39 2023-06-22 19:15:43 2023-06-22 19:12:27 2023-06-22 18:16:27 2023-06-22 17:46:22 2023-06-22 17:31:38 2023-06-22 17:21:30 2023-06-22 17:10:32 2023-06-22 16:17:00 2023-06-22 16:05:41 2023-06-22 16:05:41 2023-06-22 15:59:45 2023-06-22 15:59:45

2023-06-21 19:41:40 2023-06-21 18:56:58 2023-06-21 18:14:15 2023-06-21 18:13:26 2023-06-21 17:55:53 2023-06-21 17:50:53 2023-06-21 17:30:12 2023-06-21 17:23:07 2023-06-21 16:34:47 2023-06-21 16:29:42 2023-06-21 15:12:00 2023-06-21 13:42:28 2023-06-21 08:35:20 2023-06-21 07:23:06

2023-06-19 23:11:29 2023-06-19 23:05:28 2023-06-19 23:01:49 2023-06-19 22:48:16 2023-06-19 21:44:39 2023-06-19 21:38:27 2023-06-19 20:41:18 2023-06-19 20:33:26 2023-06-19 20:26:47 2023-06-19 20:24:51 2023-06-19 20:24:38 2023-06-19 20:12:40 2023-06-19 20:07:23 2023-06-19 19:44:01 2023-06-19 19:32:24

2023-06-19 04:46:18 2023-06-19 04:10:57 2023-06-19 03:55:08 2023-06-19 03:34:15 2023-06-19 03:16:17 2023-06-19 01:56:16 2023-06-19 00:13:46 2023-06-18 22:41:20 2023-06-18 22:34:23 2023-06-18 22:17:36 2023-06-18 22:08:42 2023-06-18 21:55:44 2023-06-18 21:52:37 2023-06-18 21:29:40 2023-06-18 21:23:08 2023-06-18 21:19:16

2023-06-17 21:37:06 2023-06-17 21:33:08 2023-06-17 21:23:13 2023-06-17 19:56:08 2023-06-17 19:55:21 2023-06-17 19:52:00 2023-06-17 19:49:32 2023-06-17 19:41:20 2023-06-17 19:28:43 2023-06-17 18:40:30 2023-06-17 18:33:44 2023-06-17 18:07:33 2023-06-17 18:06:31 2023-06-17 17:41:43 2023-06-17 17:26:59 2023-06-17 17:19:34

2023-06-16 19:27:59 2023-06-16 19:07:45 2023-06-16 18:57:44 2023-06-16 18:20:51 2023-06-16 18:15:18 2023-06-16 18:10:43 2023-06-16 18:07:06 2023-06-16 17:43:18 2023-06-16 17:35:34 2023-06-16 17:30:32 2023-06-16 17:28:06 2023-06-16 16:59:50 2023-06-16 16:54:08 2023-06-16 14:55:15 2023-06-16 01:02:16

2023-06-14 21:39:19 2023-06-14 21:09:59 2023-06-14 21:06:03 2023-06-14 20:35:03 2023-06-14 18:58:04 2023-06-14 18:39:01 2023-06-14 18:30:43 2023-06-14 18:07:54 2023-06-14 17:44:21 2023-06-14 17:35:43 2023-06-14 17:26:37 2023-06-14 17:26:37 2023-06-14 17:06:20 2023-06-14 16:48:55 2023-06-14 16:45:20

2023-06-12 16:52:13 2023-06-12 15:56:05 2023-06-12 15:52:03 2023-06-12 15:32:00 2023-06-12 15:10:47 2023-06-12 14:47:28 2023-06-12 11:01:30 2023-06-11 22:25:53 2023-06-11 19:22:41 2023-06-11 19:05:43 2023-06-11 17:05:17 2023-06-11 16:04:02 2023-06-11 13:54:40 2023-06-11 13:43:41 2023-06-11 13:43:41

2023-06-10 01:35:18 2023-06-10 01:22:50 2023-06-10 00:38:47 2023-06-10 00:27:24 2023-06-09 23:35:34 2023-06-09 23:24:50 2023-06-09 23:11:42 2023-06-09 22:56:08 2023-06-09 22:47:42 2023-06-09 22:22:53 2023-06-09 21:37:16 2023-06-09 21:29:33 2023-06-09 21:22:39 2023-06-09 21:15:25 2023-06-09 21:09:57 2023-06-09 21:07:37

2023-06-08 12:35:27 2023-06-08 12:34:38 2023-06-08 12:25:29 2023-06-08 12:21:58 2023-06-08 12:11:05 2023-06-08 12:05:17 2023-06-08 11:32:19 2023-06-08 11:21:47 2023-06-08 11:16:39 2023-06-08 11:13:17 2023-06-08 10:58:45 2023-06-08 10:49:29 2023-06-08 10:32:33 2023-06-08 10:25:58 2023-06-08 09:48:52

2023-06-07 18:23:02 2023-06-07 17:12:09 2023-06-07 17:02:36 2023-06-07 16:07:18 2023-06-07 15:54:10 2023-06-07 15:25:56 2023-06-07 13:53:19 2023-06-07 04:05:33 2023-06-07 01:38:33 2023-06-07 01:23:56 2023-06-07 01:13:19 2023-06-07 01:09:55 2023-06-07 00:56:05 2023-06-07 00:43:39

2023-06-06 06:40:02 2023-06-06 06:36:21 2023-06-06 05:58:12 2023-06-06 05:37:06 2023-06-06 05:24:50 2023-06-06 05:14:07 2023-06-06 05:14:06 2023-06-06 05:01:46 2023-06-06 04:41:22 2023-06-06 04:41:20 2023-06-06 04:24:45 2023-06-06 03:55:59 2023-06-06 03:34:03

2023-06-05 12:17:50 2023-06-05 12:13:27 2023-06-05 11:06:45 2023-06-05 10:28:19 2023-06-05 10:17:10 2023-06-05 05:11:39 2023-06-05 04:17:14 2023-06-05 03:57:26 2023-06-05 03:51:52 2023-06-05 03:40:50 2023-06-05 03:37:01 2023-06-05 03:24:31 2023-06-05 03:15:24 2023-06-05 02:51:02

2023-06-04 14:08:19 2023-06-04 14:07:10 2023-06-04 13:31:44 2023-06-04 13:28:11 2023-06-04 13:26:43 2023-06-04 13:10:35 2023-06-04 13:00:42 2023-06-04 12:23:23 2023-06-04 11:23:39 2023-06-04 05:53:18 2023-06-04 02:26:38 2023-06-04 02:01:59

2023-06-03 14:08:07 2023-06-03 13:50:38 2023-06-03 13:03:29 2023-06-03 07:44:42 2023-06-03 04:44:52 2023-06-03 03:32:04 2023-06-03 02:44:19 2023-06-03 00:15:09 2023-06-03 00:15:09 2023-06-02 23:44:26 2023-06-02 23:26:11 2023-06-02 21:52:22

2023-06-01 22:47:14 2023-06-01 22:36:53 2023-06-01 22:33:19 2023-06-01 22:09:25 2023-06-01 21:24:21 2023-06-01 21:20:25 2023-06-01 20:55:50 2023-06-01 20:41:23 2023-06-01 20:24:36 2023-06-01 20:18:43 2023-06-01 18:46:30 2023-06-01 18:34:50 2023-06-01 18:55:36

2023-05-31 20:55:38 2023-05-31 20:49:02 2023-05-31 20:41:34 2023-05-31 20:20:10 2023-05-31 20:15:54 2023-05-31 20:14:21 2023-05-31 20:03:57 2023-05-31 19:55:33 2023-05-31 19:55:33 2023-05-31 19:53:46 2023-05-31 19:36:57 2023-05-31 19:31:03 2023-05-31 18:38:45 2023-05-31 18:28:29 2023-05-31 18:28:29

2023-05-31 01:03:50 2023-05-31 00:54:57 2023-05-31 00:39:49 2023-05-31 00:27:27 2023-05-31 00:03:16 2023-05-30 23:40:25 2023-05-30 23:18:18 2023-05-30 23:11:55 2023-05-30 23:05:10 2023-05-30 22:54:39 2023-05-30 22:29:45 2023-05-30 22:25:53 2023-05-30 21:56:24 2023-05-30 21:07:33 2023-05-30 21:03:05 2023-05-30 20:50:11

2023-05-29 19:59:50 2023-05-29 19:56:18 2023-05-29 19:23:24 2023-05-29 19:22:14 2023-05-29 19:09:01 2023-05-29 19:04:38 2023-05-29 18:53:01 2023-05-29 18:46:03 2023-05-29 18:41:55 2023-05-29 18:32:37 2023-05-29 18:05:33 2023-05-29 17:58:03 2023-05-29 17:42:57 2023-05-29 17:36:00

2023-05-28 19:11:39 2023-05-28 18:22:03 2023-05-28 17:53:33 2023-05-28 17:52:38 2023-05-28 17:50:32 2023-05-28 17:48:23 2023-05-28 17:46:42 2023-05-28 17:43:17 2023-05-28 17:37:00 2023-05-28 17:33:00 2023-05-28 17:29:20 2023-05-28 17:25:08 2023-05-28 17:19:04 2023-05-28 17:13:07 2023-05-28 16:48:39 2023-05-28 16:39:09

2023-05-27 15:25:49 2023-05-27 03:56:11 2023-05-27 03:20:47 2023-05-27 02:53:19 2023-05-27 02:48:19 2023-05-27 01:57:51 2023-05-27 01:41:12 2023-05-27 00:50:29 2023-05-27 00:34:02 2023-05-27 00:13:05 2023-05-26 23:59:14 2023-05-26 23:43:40 2023-05-26 23:43:40 2023-05-26 23:35:27 2023-05-26 22:56:47

2023-05-26 03:26:04 2023-05-26 02:57:46 2023-05-26 02:49:15 2023-05-26 00:48:13 2023-05-25 22:41:04 2023-05-25 22:39:37 2023-05-25 22:26:22 2023-05-25 22:24:50 2023-05-25 22:24:21 2023-05-25 22:24:21 2023-05-25 22:24:21 2023-05-25 22:24:21 2023-05-25 22:24:20 2023-05-25 22:02:37 2023-05-25 20:34:55 2023-05-25 19:28:17

2023-05-25 05:40:32 2023-05-25 05:39:09 2023-05-25 05:39:08 2023-05-25 05:00:14 2023-05-25 04:58:56 2023-05-25 04:50:25 2023-05-25 04:20:57 2023-05-25 04:09:28 2023-05-25 04:03:29 2023-05-25 03:38:11 2023-05-25 03:20:23 2023-05-25 02:32:01 2023-05-25 00:26:43 2023-05-25 00:11:42 2023-05-24 23:51:10

2023-05-24 06:28:57 2023-05-24 06:28:56 2023-05-24 01:29:34 2023-05-24 01:21:40 2023-05-24 01:16:06 2023-05-23 20:56:41 2023-05-23 20:56:40 2023-05-23 20:32:10 2023-05-23 20:08:14 2023-05-23 18:20:13 2023-05-23 17:46:31 2023-05-23 17:30:59 2023-05-23 17:24:46 2023-05-23 16:20:56

2023-05-22 14:23:16 2023-05-22 14:17:38 2023-05-22 14:10:40 2023-05-22 13:49:19 2023-05-22 13:46:09 2023-05-22 13:42:56 2023-05-22 13:42:56 2023-05-22 05:15:38 2023-05-22 05:15:38 2023-05-22 03:34:12 2023-05-22 02:52:26 2023-05-22 01:51:21

2023-05-20 19:33:44 2023-05-20 19:27:55 2023-05-20 19:24:38 2023-05-20 18:58:46 2023-05-20 18:53:41 2023-05-20 18:41:02 2023-05-20 18:30:36 2023-05-20 18:19:02 2023-05-20 18:08:41 2023-05-20 18:03:17 2023-05-20 17:59:24 2023-05-20 17:55:12 2023-05-20 17:51:39 2023-05-20 17:50:08 2023-05-20 17:47:28 2023-05-20 17:34:20

2023-05-20 05:12:26 2023-05-20 05:11:48 2023-05-20 05:11:19 2023-05-20 05:10:15 2023-05-20 05:10:15 2023-05-20 04:49:34 2023-05-20 04:46:22 2023-05-20 04:29:57 2023-05-20 04:19:13 2023-05-20 03:38:07 2023-05-20 03:35:37 2023-05-20 01:38:31 2023-05-20 00:53:31 2023-05-20 00:30:26

2023-05-18 22:35:48 2023-05-18 22:20:37 2023-05-18 22:12:38 2023-05-18 21:04:58 2023-05-18 20:42:03 2023-05-18 20:35:37 2023-05-18 19:56:26 2023-05-18 19:06:57 2023-05-18 18:50:18 2023-05-18 16:23:26 2023-05-18 16:15:35 2023-05-18 16:15:35 2023-05-18 16:05:28 2023-05-18 16:05:28

2023-05-17 15:35:22 2023-05-17 15:29:21 2023-05-17 15:26:30 2023-05-17 15:22:30 2023-05-17 15:17:39 2023-05-17 14:53:25 2023-05-17 14:07:06 2023-05-17 14:07:06 2023-05-17 13:54:33 2023-05-17 13:54:32 2023-05-17 04:43:54 2023-05-17 04:34:27 2023-05-17 04:28:28 2023-05-17 04:09:48

2023-05-15 18:31:51 2023-05-15 18:12:47 2023-05-15 17:24:03 2023-05-15 17:24:02 2023-05-15 14:41:05 2023-05-15 14:41:04 2023-05-15 04:13:46 2023-05-15 03:56:37 2023-05-15 00:56:53 2023-05-15 00:42:24 2023-05-15 00:39:33 2023-05-15 00:36:40 2023-05-15 00:32:29

2023-05-14 00:56:27 2023-05-14 00:53:59 2023-05-14 00:28:38 2023-05-14 00:25:44 2023-05-13 23:56:19 2023-05-13 23:43:16 2023-05-13 23:40:14 2023-05-13 23:32:58 2023-05-13 23:24:27 2023-05-13 23:19:10 2023-05-13 23:19:10 2023-05-13 23:08:29 2023-05-13 23:08:29 2023-05-13 23:00:26

2023-05-12 17:21:03 2023-05-12 17:08:01 2023-05-12 16:49:19 2023-05-12 16:45:28 2023-05-12 16:39:19 2023-05-12 16:36:00 2023-05-12 16:05:45 2023-05-12 15:58:51 2023-05-12 15:55:53 2023-05-12 15:05:39 2023-05-12 15:02:15 2023-05-12 06:34:38 2023-05-12 06:34:38 2023-05-12 04:39:06

2023-05-10 17:18:54 2023-05-10 17:06:00 2023-05-10 16:59:10 2023-05-10 16:54:19 2023-05-10 16:39:44 2023-05-10 16:36:39 2023-05-10 16:25:20 2023-05-10 16:14:43 2023-05-10 16:06:59 2023-05-10 15:47:41 2023-05-10 15:43:03 2023-05-10 15:43:03 2023-05-10 14:46:55 2023-05-10 14:33:50

2023-05-09 13:47:14 2023-05-09 13:38:49 2023-05-09 13:34:04 2023-05-09 09:00:07 2023-05-09 04:32:02 2023-05-09 04:05:59 2023-05-09 04:00:35 2023-05-09 00:47:20 2023-05-09 00:36:23 2023-05-09 00:35:32 2023-05-09 00:32:04 2023-05-09 00:23:29 2023-05-08 23:56:52 2023-05-08 23:45:03 2023-05-08 23:32:26 2023-05-08 23:26:08

2023-05-07 17:08:03 2023-05-07 17:00:27 2023-05-07 16:51:14 2023-05-07 16:46:55 2023-05-07 16:44:36 2023-05-07 16:04:46 2023-05-07 15:58:33 2023-05-07 12:40:40 2023-05-07 11:39:52 2023-05-07 11:19:59 2023-05-07 01:02:34

2023-05-05 15:18:08 2023-05-05 14:25:48 2023-05-05 13:46:52 2023-05-05 13:06:22 2023-05-05 13:06:16 2023-05-05 13:06:16 2023-05-04 15:58:27 2023-05-04 15:15:22 2023-05-02 19:37:43 2023-05-02 15:42:40 2023-05-02 15:28:25 2023-05-02 15:09:00 2023-05-02 15:07:00 2023-05-02 15:07:00

2023-05-01 02:41:33 2023-05-01 02:35:04 2023-05-01 02:20:55 2023-05-01 02:17:54 2023-05-01 02:15:28 2023-05-01 02:11:18 2023-05-01 02:01:59 2023-05-01 01:57:39 2023-05-01 01:51:01 2023-05-01 01:31:09 2023-05-01 01:06:04 2023-05-01 01:03:52

2023-04-30 19:29:20 2023-04-30 19:06:02 2023-04-30 18:51:51 2023-04-30 18:51:29 2023-04-30 16:34:58 2023-04-30 16:34:44 2023-04-30 07:03:37 2023-04-30 06:53:15 2023-04-30 06:50:14 2023-04-30 06:50:14 2023-04-30 06:50:231 2023-04-30 05:02:31 2023-04-30 04:54:25 2023-04-30 04:51:20

2023-04-29 18:45:41 2023-04-29 18:15:46 2023-04-29 18:14:36 2023-04-29 18:05:33 2023-04-29 17:54:03 2023-04-29 17:53:18 2023-04-29 17:50:45 2023-04-29 17:44:08 2023-04-29 09:02:29 2023-04-29 08:39:32 2023-04-29 07:22:31 2023-04-29 06:56:03 2023-04-29 06:52:52 2023-04-29 06:40:50 2023-04-29 06:38:28 2023-04-29 06:26:25

2023-04-28 20:33:47 2023-04-28 20:27:39 2023-04-28 20:22:33 2023-04-28 20:18:56 2023-04-28 20:15:27 2023-04-28 19:55:18 2023-04-28 19:52:59 2023-04-28 19:34:41 2023-04-28 19:34:47 2023-04-28 18:34:44 2023-04-28 18:18:19 2023-04-28 18:18:08 2023-04-28 18:16:21 2023-04-28 18:16:21 2023-04-28 18:16:21 2023-04-28 18:16:21

2023-04-27 06:59:37 2023-04-27 06:14:02 2023-04-27 02:33:47 2023-04-26 23:48:23 2023-04-26 22:57:28 2023-04-26 22:50:31 2023-04-26 21:17:24 2023-04-26 20:59:13 2023-04-26 20:45:58 2023-04-26 20:35:53 2023-04-26 20:17:13 2023-04-26 20:12:35 2023-04-26 20:08:38 2023-04-26 20:02:08 2023-04-26 18:06:05 2023-04-26 17:45:37

2023-04-25 03:32:55 2023-04-25 03:10:15 2023-04-25 03:01:41 2023-04-25 02:43:34 2023-04-25 02:39:40 2023-04-25 02:25:14 2023-04-25 02:09:55 2023-04-25 01:53:03 2023-04-25 01:39:59 2023-04-25 01:03:49 2023-04-25 00:56:58 2023-04-25 00:44:32 2023-04-24 23:25:25 2023-04-24 21:59:52

2023-04-23 23:09:24 2023-04-23 22:51:55 2023-04-23 22:44:35 2023-04-23 22:43:51 2023-04-23 22:18:08 2023-04-23 22:09:02 2023-04-23 22:00:45 2023-04-23 21:30:15 2023-04-23 21:25:12 2023-04-23 21:07:05 2023-04-23 21:06:54 2023-04-23 20:18:24 2023-04-23 20:11:55 2023-04-23 20:05:41

2023-04-22 23:33:00 2023-04-22 22:06:04 2023-04-22 20:45:10 2023-04-22 20:44:55 2023-04-22 20:35:47 2023-04-22 20:28:38 2023-04-22 20:21:57 2023-04-22 20:07:33 2023-04-22 19:36:55 2023-04-22 19:34:02 2023-04-22 19:30:27 2023-04-22 19:24:16 2023-04-22 19:24:16 2023-04-22 19:16:55 2023-04-22 19:16:55

2023-04-21 19:14:43 2023-04-21 19:00:10 2023-04-21 17:47:02 2023-04-21 16:37:45 2023-04-21 15:09:39 2023-04-21 04:22:08 2023-04-21 04:02:18 2023-04-21 03:55:07 2023-04-21 03:51:42 2023-04-21 03:41:15 2023-04-21 03:29:39 2023-04-21 03:14:09 2023-04-21 03:04:35 2023-04-21 02:51:52 2023-04-21 02:49:35

2023-04-20 00:27:16 2023-04-20 00:18:00 2023-04-20 00:11:49 2023-04-19 23:40:45 2023-04-19 23:38:06 2023-04-19 23:01:48 2023-04-19 21:32:31 2023-04-19 21:29:44 2023-04-19 21:01:46 2023-04-19 20:42:41 2023-04-19 20:25:47 2023-04-19 20:02:42 2023-04-19 19:57:53 2023-04-19 19:49:53 2023-04-19 18:52:47

2023-04-18 03:56:45 2023-04-17 23:36:32 2023-04-17 23:33:38 2023-04-17 23:14:01 2023-04-17 22:46:10 2023-04-17 22:43:45 2023-04-17 22:28:42 2023-04-17 21:19:36 2023-04-17 19:57:14 2023-04-17 18:39:05 2023-04-17 18:15:21 2023-04-17 16:22:02 2023-04-17 16:16:12 2023-04-17 14:05:17 2023-04-17 14:01:13

2023-04-15 21:55:09 2023-04-15 21:48:04 2023-04-15 21:38:54 2023-04-15 20:50:20 2023-04-15 20:47:08 2023-04-15 20:35:51 2023-04-15 20:24:53 2023-04-15 20:20:33 2023-04-15 19:58:29 2023-04-15 19:51:24 2023-04-15 19:47:32 2023-04-15 19:47:32 2023-04-15 19:24:11 2023-04-15 19:13:27 2023-04-15 19:09:26 2023-04-15 18:55:30

2023-04-13 21:49:36 2023-04-13 21:42:11 2023-04-13 21:35:57 2023-04-13 20:52:49 2023-04-13 20:49:36 2023-04-13 20:09:57 2023-04-13 19:35:48 2023-04-13 19:21:02 2023-04-13 18:57:23 2023-04-13 18:42:21 2023-04-13 18:42:21 2023-04-13 18:04:51 2023-04-13 16:16:37 2023-04-13 01:45:55

2023-04-11 22:47:00 2023-04-11 22:38:56 2023-04-11 22:29:49 2023-04-11 22:25:47 2023-04-11 22:19:46 2023-04-11 22:03:36 2023-04-11 21:52:14 2023-04-11 21:44:06 2023-04-11 21:28:06 2023-04-11 21:27:45 2023-04-11 20:55:01 2023-04-11 20:30:26 2023-04-11 20:23:45 2023-04-11 20:11:02 2023-04-11 19:57:14 2023-04-11 19:04:21

2023-04-11 02:39:14 2023-04-11 02:35:05 2023-04-11 00:20:29 2023-04-11 00:12:28 2023-04-11 00:06:36 2023-04-10 22:51:31 2023-04-10 22:35:45 2023-04-10 21:56:04 2023-04-10 21:25:50 2023-04-10 21:21:27 2023-04-10 20:11:09 2023-04-10 20:10:52 2023-04-10 20:09:56 2023-04-10 19:38:30 2023-04-10 16:36:11 2023-04-10 15:54:42 2023-04-10 14:53:06 2023-04-10 14:26:48 2023-04-10 14:13:14 2023-04-10 13:53:38 2023-04-10 13:18:57 2023-04-10 12:34:48 2023-04-10 10:02:30 2023-04-10 09:56:56 2023-04-10 09:04:20 2023-04-10 08:55:58 2023-04-10 08:45:54 2023-04-10 08:20:22 2023-04-10 08:08:20 2023-04-10 07:45:42 2023-04-10 06:43:22 2023-04-10 03:24:35 2023-04-10 03:03:51 2023-04-10 02:22:00 2023-04-10 00:42:28

2023-04-09 22:56:08 2023-04-09 22:54:06 2023-04-09 22:04:59 2023-04-09 22:01:56 2023-04-09 21:32:30 2023-04-09 20:36:58 2023-04-09 20:01:49

2023-04-08 14:23:20 2023-04-08 12:39:22 2023-04-08 12:38:49 2023-04-08 11:44:20 2023-04-08 11:05:31 2023-04-08 04:14:35 2023-04-08 04:00:58 2023-04-07 22:01:41 2023-04-07 21:56:53 2023-04-07 21:02:44 2023-04-07 17:49:08 2023-04-07 17:03:54 2023-04-07 16:19:27 2023-04-07 16:10:06

2023-04-06 04:34:14 2023-04-06 03:59:52 2023-04-06 03:52:36 2023-04-06 03:10:26 2023-04-06 02:57:19 2023-04-06 02:48:11 2023-04-06 01:55:33 2023-04-06 01:55:31 2023-04-06 01:14:04 2023-04-05 23:49:16 2023-04-05 22:13:24 2023-04-05 22:08:06 2023-04-05 20:41:17 2023-04-05 19:52:34

2023-04-04 06:58:26 2023-04-04 06:25:08 2023-04-04 06:18:07 2023-04-04 05:31:00 2023-04-04 05:26:58 2023-04-04 04:32:35 2023-04-04 04:32:35 2023-04-04 04:23:23 2023-04-04 04:12:44 2023-04-04 04:09:16 2023-04-04 03:55:48 2023-04-04 00:21:17 2023-04-03 23:48:01

2023-04-02 16:37:14 2023-04-02 16:36:59 2023-04-02 06:13:35 2023-04-02 04:22:47 2023-04-02 01:45:17 2023-04-02 01:20:06 2023-04-02 01:14:28 2023-04-02 00:44:17 2023-04-01 23:45:20 2023-04-01 23:38:24 2023-04-01 23:25:11 2023-04-01 22:49:43 2023-04-01 21:46:47

2023-03-31 06:56:33 2023-03-31 04:34:03 2023-03-31 03:14:34 2023-03-31 02:09:11 2023-03-30 23:35:02 2023-03-30 23:32:02 2023-03-30 21:49:12 2023-03-30 21:49:12 2023-03-30 21:13:56 2023-03-30 19:04:08 2023-03-30 19:00:29 2023-03-30 19:00:20 2023-03-30 18:16:40 2023-03-30 16:48:12 2023-03-30 16:15:37

2023-03-28 22:49:16 2023-03-28 22:12:47 2023-03-28 22:10:05 2023-03-28 22:05:03 2023-03-28 21:24:37 2023-03-28 20:21:47 2023-03-28 19:51:09 2023-03-28 09:45:34 2023-03-28 08:34:23 2023-03-28 02:47:10 2023-03-28 02:01:02 2023-03-28 01:57:04 2023-03-28 01:35:45 2023-03-28 01:26:20 2023-03-27 23:52:05

2023-03-25 23:17:42 2023-03-25 23:13:11 2023-03-25 22:58:05 2023-03-25 22:37:40 2023-03-25 22:35:36 2023-03-25 22:23:29 2023-03-25 22:05:21 2023-03-25 21:59:32 2023-03-25 21:43:15 2023-03-25 21:37:18 2023-03-25 20:08:33 2023-03-25 13:42:46 2023-03-25 05:09:19 2023-03-25 04:21:52 2023-03-25 04:05:07

2023-03-23 13:46:16 2023-03-23 10:22:08 2023-03-23 09:29:30 2023-03-23 09:26:58 2023-03-23 07:41:21 2023-03-23 06:08:44 2023-03-23 05:58:07 2023-03-23 05:09:26 2023-03-23 04:44:57 2023-03-23 04:11:23 2023-03-23 03:26:01 2023-03-23 03:26:01 2023-03-23 01:13:22 2023-03-22 19:50:08

2023-03-20 21:55:43 2023-03-20 21:43:43 2023-03-20 21:41:26 2023-03-20 21:38:53 2023-03-20 21:29:02 2023-03-20 21:25:36 2023-03-20 21:16:53 2023-03-20 20:41:22 2023-03-20 20:48:36 2023-03-20 10:36:28 2023-03-20 10:36:28 2023-03-20 07:31:05 2023-03-20 05:03:06 2023-03-20 03:24:28 2023-03-19 22:04:40

2023-03-18 20:55:06 2023-03-18 20:43:01 2023-03-18 18:25:06 2023-03-18 17:26:54 2023-03-18 05:24:32 2023-03-18 04:27:43 2023-03-18 04:05:06 2023-03-18 01:23:24 2023-03-18 00:33:34 2023-03-17 22:43:36 2023-03-17 22:35:52 2023-03-17 22:22:37 2023-03-17 22:17:44 2023-03-17 22:14:12 2023-03-17 22:06:22 2023-03-17 21:33:52

2023-03-16 04:20:01 2023-03-15 22:40:44 2023-03-15 22:37:50 2023-03-15 22:25:28 2023-03-15 21:07:14 2023-03-15 20:23:22 2023-03-15 20:19:50 2023-03-15 19:06:36 2023-03-15 18:58:17 2023-03-15 18:40:51 2023-03-15 17:17:43 2023-03-15 16:21:42 2023-03-15 06:23:16 2023-03-15 05:11:43 2023-03-15 03:41:25

2023-03-13 08:46:17 2023-03-13 08:19:19 2023-03-13 06:47:12 2023-03-13 04:50:21 2023-03-13 02:59:00 2023-03-13 02:56:08 2023-03-13 02:56:08 2023-03-13 02:34:29 2023-03-13 01:14:41 2023-03-13 01:12:28 2023-03-13 01:06:18 2023-03-12 23:14:02 2023-03-12 21:11:52 2023-03-12 19:36:18

2023-03-11 19:32:37 2023-03-11 19:28:37 2023-03-11 13:20:50 2023-03-11 12:57:40 2023-03-11 10:49:21 2023-03-11 10:36:54 2023-03-11 09:38:22 2023-03-11 09:34:10 2023-03-11 09:00:52 2023-03-11 09:00:52 2023-03-11 08:56:36 2023-03-11 06:18:31 2023-03-11 05:36:40 2023-03-11 00:02:13 2023-03-10 23:47:57

2023-03-09 18:27:09 2023-03-09 18:26:51 2023-03-09 17:38:28 2023-03-09 05:47:51 2023-03-09 04:21:27 2023-03-09 04:17:29 2023-03-09 04:08:28 2023-03-09 04:05:51 2023-03-09 02:41:08 2023-03-09 02:41:08 2023-03-09 02:24:11 2023-03-09 02:24:11 2023-03-09 02:24:11 2023-03-09 02:24:11 2023-03-08 23:27:54 2023-03-08 23:02:35 2023-03-08 22:52:04

2023-03-07 08:42:25 2023-03-07 08:38:11 2023-03-07 08:34:10 2023-03-07 08:26:15 2023-03-07 08:21:52 2023-03-07 08:01:38 2023-03-07 07:57:49 2023-03-07 07:37:56 2023-03-07 07:30:59 2023-03-07 07:13:07 2023-03-07 06:54:20 2023-03-07 06:40:48 2023-03-07 06:32:43

2023-03-05 09:36:33 2023-03-05 05:43:55 2023-03-05 05:20:09 2023-03-05 05:17:45 2023-03-05 05:17:11 2023-03-05 05:07:59 2023-03-05 05:04:03 2023-03-05 04:51:36 2023-03-05 04:08:05 2023-03-05 04:07:07 2023-03-05 03:46:16 2023-03-05 01:52:34 2023-03-05 01:00:40 2023-03-05 00:10:49

2023-03-03 04:08:09 2023-03-03 03:28:35 2023-03-03 01:51:10 2023-03-02 17:43:56 2023-03-02 06:40:52 2023-03-02 06:37:09 2023-03-02 05:44:25 2023-03-02 03:34:41 2023-03-02 02:19:12 2023-03-02 01:27:34 2023-03-02 00:55:41 2023-03-02 00:45:27 2023-03-01 17:06:46

2023-02-27 22:52:37 2023-02-27 22:42:29 2023-02-27 22:31:48 2023-02-27 22:29:24 2023-02-27 22:23:31 2023-02-27 22:17:10 2023-02-27 21:55:41 2023-02-27 20:56:54 2023-02-27 18:59:20 2023-02-27 12:18:55 2023-02-27 12:12:30 2023-02-27 11:51:27 2023-02-27 10:41:26 2023-02-27 09:27:22 2023-02-27 09:19:41

2023-02-25 21:45:05 2023-02-25 21:18:09 2023-02-25 20:49:14 2023-02-25 19:46:53 2023-02-25 19:19:38 2023-02-25 18:52:50 2023-02-25 18:41:32 2023-02-25 09:07:10 2023-02-25 07:57:36 2023-02-25 06:58:03 2023-02-25 06:00:07 2023-02-25 05:54:10 2023-02-25 05:49:17 2023-02-25 05:12:45 2023-02-25 04:17:24

2023-02-22 22:25:45 2023-02-22 22:19:58 2023-02-22 21:29:11 2023-02-22 12:03:20 2023-02-22 11:50:06 2023-02-22 11:41:17 2023-02-22 11:33:01 2023-02-22 11:25:17 2023-02-22 11:20:24 2023-02-22 11:09:06 2023-02-22 11:02:12 2023-02-22 08:46:05 2023-02-22 08:27:15 2023-02-22 08:18:26

2023-02-20 21:51:17 2023-02-20 21:41:42 2023-02-20 10:35:37 2023-02-20 10:11:09 2023-02-20 07:10:13 2023-02-20 07:08:19 2023-02-20 05:35:51 2023-02-20 05:32:00 2023-02-20 05:23:23 2023-02-20 05:01:53 2023-02-20 04:45:14 2023-02-20 04:45:14 2023-02-20 04:11:52 2023-02-20 03:59:04 2023-02-20 03:47:54

2023-02-18 03:50:09 2023-02-18 03:45:11 2023-02-18 03:44:54 2023-02-18 03:33:37 2023-02-18 03:24:11 2023-02-18 02:34:53 2023-02-18 01:03:12 2023-02-18 00:48:03 2023-02-18 00:19:52 2023-02-18 00:16:34 2023-02-18 00:05:55 2023-02-17 23:37:25 2023-02-17 23:33:23 2023-02-17 22:49:20

2023-02-16 18:09:24 2023-02-16 16:58:56 2023-02-16 16:58:10 2023-02-16 15:44:03 2023-02-16 15:38:42 2023-02-16 15:35:55 2023-02-16 15:01:18 2023-02-16 14:58:17 2023-02-16 14:04:21 2023-02-16 13:55:56 2023-02-16 13:43:00 2023-02-16 11:54:41 2023-02-16 11:34:09

2023-02-15 11:50:48 2023-02-15 11:37:37 2023-02-15 09:41:20 2023-02-15 08:45:11 2023-02-15 06:31:51 2023-02-15 06:20:32 2023-02-15 05:45:38 2023-02-15 04:46:11 2023-02-15 04:44:04 2023-02-15 03:57:56 2023-02-15 03:11:15 2023-02-15 01:58:36 2023-02-15 01:16:38 2023-02-15 01:14:21 2023-02-14 23:44:55

2023-02-12 20:43:24 2023-02-12 20:04:37 2023-02-12 19:34:02 2023-02-12 19:19:35 2023-02-12 19:11:12 2023-02-12 18:45:30 2023-02-12 18:45:30 2023-02-12 18:00:50 2023-02-12 17:27:18 2023-02-12 17:27:18 2023-02-12 17:20:22 2023-02-12 16:36:20 2023-02-12 16:18:58 2023-02-12 16:01:52

2023-02-11 21:39:30 2023-02-11 21:31:59 2023-02-11 21:24:51 2023-02-11 17:59:52 2023-02-11 08:34:48 2023-02-11 06:45:14 2023-02-11 06:38:05 2023-02-11 06:34:51 2023-02-11 06:16:41 2023-02-11 04:52:28 2023-02-11 04:48:52 2023-02-11 04:42:07 2023-02-11 04:35:22 2023-02-10 22:39:31 2023-02-10 21:49:43

2023-02-10 00:35:20 2023-02-10 00:30:23 2023-02-10 00:21:21 2023-02-09 21:37:21 2023-02-09 15:45:39 2023-02-09 15:01:27 2023-02-09 14:52:19 2023-02-09 14:40:20 2023-02-09 14:31:41 2023-02-09 14:31:41 2023-02-09 14:18:51 2023-02-09 12:59:24 2023-02-09 12:59:24 2023-02-09 08:02:26

2023-02-07 06:35:59 2023-02-07 06:12:18 2023-02-07 05:06:59 2023-02-07 04:34:56 2023-02-07 04:32:42 2023-02-07 04:25:52 2023-02-06 23:17:40 2023-02-06 22:10:10 2023-02-06 21:43:14 2023-02-06 21:20:55 2023-02-06 19:35:59 2023-02-06 19:32:43 2023-02-06 19:01:44 2023-02-06 18:55:45

2023-02-05 03:50:02 2023-02-05 03:42:38 2023-02-05 03:39:03 2023-02-05 03:38:29 2023-02-05 03:31:05 2023-02-05 03:30:25 2023-02-05 03:29:50 2023-02-05 03:29:32 2023-02-05 03:29:09 2023-02-05 03:28:50 2023-02-05 03:22:34 2023-02-05 02:14:18 2023-02-05 01:09:11 2023-02-04 18:25:07 2023-02-04 11:16:52

2023-02-02 13:03:41 2023-02-02 12:39:31 2023-02-02 11:38:45 2023-02-02 10:45:42 2023-02-02 10:32:47 2023-02-02 10:16:47 2023-02-02 10:07:36 2023-02-02 10:04:56 2023-02-02 09:51:17 2023-02-02 09:32:54 2023-02-02 08:25:39 2023-02-02 08:15:56 2023-02-02 08:04:01 2023-02-02 07:48:19

2023-01-31 08:56:54 2023-01-31 08:44:23 2023-01-31 08:38:19 2023-01-31 08:22:55 2023-01-31 08:15:07 2023-01-31 07:43:32 2023-01-31 07:01:35 2023-01-31 06:54:50 2023-01-31 04:35:35 2023-01-31 01:45:46 2023-01-30 23:58:23 2023-01-30 23:53:53 2023-01-30 23:49:39 2023-01-30 23:18:34

2023-01-29 22:45:04 2023-01-29 20:19:16 2023-01-29 19:31:12 2023-01-29 08:14:52 2023-01-29 07:24:55 2023-01-29 07:15:27 2023-01-29 06:57:34 2023-01-29 06:51:40 2023-01-29 06:38:37 2023-01-29 06:22:31 2023-01-29 06:20:04 2023-01-29 05:58:41 2023-01-29 04:18:06 2023-01-29 02:28:32 2023-01-29 01:55:25

2023-01-27 14:15:15 2023-01-27 12:59:35 2023-01-27 12:38:16 2023-01-27 12:35:33 2023-01-27 12:32:42 2023-01-27 12:32:11 2023-01-27 09:21:06 2023-01-27 09:20:50 2023-01-27 09:02:58 2023-01-27 07:13:27 2023-01-27 06:23:35 2023-01-27 04:51:22 2023-01-27 03:47:51 2023-01-27 02:43:25 2023-01-27 02:09:33

2023-01-25 23:33:53 2023-01-25 23:04:41 2023-01-25 22:30:06 2023-01-25 20:00:25 2023-01-25 18:59:31 2023-01-25 18:45:58 2023-01-25 18:30:23 2023-01-25 17:14:26 2023-01-25 14:42:09 2023-01-25 14:23:05 2023-01-25 13:44:02 2023-01-25 13:44:02 2023-01-25 13:40:02 2023-01-25 13:37:43 2023-01-25 13:24:48 2023-01-25 13:10:52

2023-01-24 10:45:18 2023-01-24 10:32:23 2023-01-24 10:22:19 2023-01-24 10:00:48 2023-01-24 09:45:02 2023-01-24 09:18:24 2023-01-24 09:06:59 2023-01-24 08:51:07 2023-01-24 08:07:26 2023-01-24 07:41:52 2023-01-24 07:41:52 2023-01-24 04:42:57 2023-01-24 01:06:23 2023-01-23 22:56:48 2023-01-23 22:53:28

2023-01-23 09:24:55 2023-01-23 07:11:35 2023-01-23 04:43:59 2023-01-23 01:12:57 2023-01-22 19:48:01 2023-01-22 19:03:21 2023-01-22 07:01:04 2023-01-22 00:09:36 2023-01-21 20:44:04 2023-01-21 15:06:25 2023-01-21 14:50:33 2023-01-21 14:28:25 2023-01-21 14:28:25 2023-01-21 14:17:26 2023-01-21 13:50:46

2023-01-19 19:27:12 2023-01-19 19:21:23 2023-01-19 17:46:54 2023-01-19 17:31:41 2023-01-19 14:44:42 2023-01-19 13:43:43 2023-01-19 12:49:40 2023-01-19 12:45:12 2023-01-19 12:38:17 2023-01-19 10:04:22 2023-01-19 08:37:40 2023-01-19 03:31:21 2023-01-19 03:18:23 2023-01-19 01:40:02 2023-01-18 23:17:55 2023-01-18 22:02:16

2023-01-16 21:30:52 2023-01-16 21:19:13 2023-01-16 21:17:10 2023-01-16 21:04:28 2023-01-16 20:47:47 2023-01-16 20:35:52 2023-01-16 20:28:04 2023-01-16 19:39:10 2023-01-16 09:00:58 2023-01-16 08:23:22 2023-01-16 07:47:15 2023-01-16 07:06:04 2023-01-16 05:51:36 2023-01-16 04:59:50 2023-01-16 02:14:33 2023-01-16 01:56:42

2023-01-13 05:40:52 2023-01-13 05:18:19 2023-01-13 04:53:59 2023-01-13 04:32:24 2023-01-13 03:39:09 2023-01-13 03:37:58 2023-01-13 03:36:09 2023-01-13 03:34:30 2023-01-13 03:32:45 2023-01-13 03:31:36 2023-01-13 03:30:51 2023-01-13 03:29:06 2023-01-13 02:33:10 2023-01-13 02:33:10 2023-01-13 02:31:06 2023-01-12 21:46:06

2023-01-11 06:52:34 2023-01-11 06:40:51 2023-01-11 06:17:48 2023-01-11 06:04:35 2023-01-11 05:53:05 2023-01-11 05:44:52 2023-01-11 05:22:38 2023-01-11 03:48:33 2023-01-11 03:39:19 2023-01-11 03:29:54 2023-01-11 03:27:21 2023-01-10 20:58:16 2023-01-10 20:50:15 2023-01-10 20:07:21 2023-01-10 04:37:15 2023-01-10 04:27:08 2023-01-10 04:25:14 2023-01-10 04:08:41 2023-01-10 02:54:16 2023-01-10 00:04:06 2023-01-09 23:47:16 2023-01-09 21:13:50 2023-01-09 21:11:50 2023-01-09 21:05:15 2023-01-09 20:59:00 2023-01-09 20:56:03 2023-01-09 20:20:47 2023-01-09 20:13:44 2023-01-09 18:39:47 2023-01-09 17:37:13 2023-01-09 08:01:19 2023-01-09 06:54:37 2023-01-09 06:28:05 2023-01-09 05:07:24 2023-01-09 04:03:04 2023-01-09 02:04:51 2023-01-08 18:50:52 2023-01-08 18:09:58 2023-01-08 18:09:05 2023-01-08 11:42:29 2023-01-08 10:24:40 2023-01-08 10:14:26 2023-01-08 04:23:27 2023-01-07 22:26:39

2023-01-06 08:43:17 2023-01-06 07:29:09 2023-01-06 06:04:41 2023-01-06 05:38:44 2023-01-06 05:30:16 2023-01-05 22:36:07 2023-01-05 21:55:21 2023-01-05 21:25:43 2023-01-05 20:59:57 2023-01-05 20:44:42 2023-01-05 20:20:32 2023-01-05 19:44:43 2023-01-05 19:22:41

2023-01-04 01:34:17 2023-01-04 01:23:50 2023-01-04 01:21:30 2023-01-04 00:55:19 2023-01-04 00:40:11 2023-01-03 19:59:56 2023-01-03 19:38:21 2023-01-03 19:27:02 2023-01-03 19:16:56 2023-01-03 19:08:48 2023-01-03 18:38:05 2023-01-03 17:26:22 2023-01-03 16:55:32 2023-01-03 16:38:22 2023-01-03 16:34:21 2023-01-03 14:53:57

2023-01-02 05:44:04 2023-01-02 04:45:47 2023-01-02 03:10:06 2023-01-02 02:45:38 2023-01-02 01:58:06 2023-01-02 01:53:16 2023-01-02 01:48:23 2023-01-02 01:42:18 2023-01-02 01:12:06 2023-01-02 01:04:02 2023-01-02 00:33:51 2023-01-02 00:22:04 2023-01-01 21:25:46 2023-01-01 21:02:06 2023-01-01 20:41:05

2022-12-31 16:26:00 2022-12-31 16:01:11 2022-12-31 15:49:51 2022-12-31 06:05:00 2022-12-31 02:23:37 2022-12-31 00:58:19 2022-12-31 00:28:33 2022-12-31 00:21:59 2022-12-31 00:04:50 2022-12-30 22:55:41 2022-12-30 21:55:17 2022-12-30 21:39:00 2022-12-30 21:28:41 2022-12-30 20:02:11 2022-12-30 19:56:15 2022-12-30 19:34:28

2022-12-29 00:27:22 2022-12-28 20:36:24 2022-12-28 19:18:07 2022-12-28 17:54:33 2022-12-28 17:33:12 2022-12-28 17:00:19 2022-12-28 16:36:36 2022-12-28 16:32:40 2022-12-28 16:11:34 2022-12-28 15:44:51 2022-12-28 15:43:15 2022-12-28 09:10:07 2022-12-28 08:42:27 2022-12-28 08:34:47 2022-12-28 04:10:02 2022-12-28 02:12:29

2022-12-24 22:35:31 2022-12-24 21:25:02 2022-12-24 21:18:04 2022-12-24 21:14:04 2022-12-24 20:41:59 2022-12-24 20:37:59 2022-12-24 20:31:21 2022-12-24 20:27:07 2022-12-24 20:07:37 2022-12-24 19:09:43 2022-12-24 18:59:08 2022-12-24 17:54:58 2022-12-24 17:43:48 2022-12-24 17:19:46 2022-12-24 17:19:46

2022-12-23 12:59:47
2022-12-23 05:23:14
2022-12-23 03:37:51
2022-12-23 03:02:32
2022-12-23 02:16:43
2022-12-22 23:57:19
2022-12-22 23:53:05
2022-12-22 23:40:30
2022-12-22 22:21:29
2022-12-22 22:15:50
2022-12-22 19:55:18
2022-12-22 18:58:11
2022-12-22 18:11:36
2022-12-22 16:21:35
2022-12-22 08:08:25

2022-12-19 21:03:49 2022-12-19 21:00:14 2022-12-19 20:37:26 2022-12-19 19:31:00 2022-12-19 19:29:39 2022-12-19 19:26:07 2022-12-19 18:57:58 2022-12-19 17:54:49 2022-12-19 17:42:04 2022-12-19 17:31:26 2022-12-19 17:02:35 2022-12-19 16:55:37 2022-12-19 16:04:28 2022-12-19 15:22:23

2022-12-18 00:07:04 2022-12-18 00:04:49 2022-12-18 00:02:00 2022-12-17 22:12:21 2022-12-17 20:42:36 2022-12-17 19:02:49 2022-12-17 18:58:02 2022-12-17 18:27:53 2022-12-17 18:25:23 2022-12-17 17:40:39 2022-12-17 17:29:16 2022-12-17 17:19:40 2022-12-17 17:13:50 2022-12-17 16:56:23 2022-12-17 16:31:44 2022-12-17 16:16:16

2022-12-15 01:31:54 2022-12-15 01:22:18 2022-12-14 23:47:20 2022-12-14 23:27:19 2022-12-14 20:40:50 2022-12-14 20:39:42 2022-12-14 19:42:34 2022-12-14 19:25:16 2022-12-14 17:20:17 2022-12-14 15:47:56 2022-12-14 15:27:27 2022-12-14 06:45:11 2022-12-14 05:58:28 2022-12-14 05:03:53 2022-12-14 04:20:57

2022-12-11 13:54:33 2022-12-11 12:31:09 2022-12-11 11:35:12 2022-12-11 11:25:17 2022-12-11 01:30:00 2022-12-11 01:24:33 2022-12-11 01:06:44 2022-12-11 00:54:14 2022-12-11 00:40:36 2022-12-11 00:40:34 2022-12-11 00:34:53 2022-12-11 00:34:53 2022-12-10 23:28:26 2022-12-10 23:09:37 2022-12-10 22:19:47 2022-12-10 21:53:45

2022-12-09 03:05:47 2022-12-09 02:49:47 2022-12-09 02:33:33 2022-12-09 02:01:27 2022-12-09 01:40:05 2022-12-09 01:34:29 2022-12-09 00:46:59 2022-12-09 00:40:37 2022-12-09 00:27:13 2022-12-08 23:22:51 2022-12-08 23:09:00 2022-12-08 22:23:55 2022-12-08 22:08:39 2022-12-08 21:59:28 2022-12-08 21:24:54 2022-12-08 19:48:22

2022-12-07 14:40:48 2022-12-07 14:29:41 2022-12-07 13:35:00 2022-12-07 13:19:22 2022-12-07 13:01:50 2022-12-07 12:44:22 2022-12-07 12:23:08 2022-12-07 06:55:37 2022-12-07 03:03:33 2022-12-07 02:55:42 2022-12-07 02:51:42 2022-12-07 02:48:34 2022-12-07 01:12:04 2022-12-07 00:55:35 2022-12-07 00:51:25 2022-12-07 00:50:19

2022-12-05 11:05:31 2022-12-05 08:47:40 2022-12-05 07:00:11 2022-12-05 06:09:27 2022-12-05 05:52:46 2022-12-05 05:27:12 2022-12-05 05:13:12 2022-12-05 05:02:33 2022-12-05 02:04:36 2022-12-05 01:52:06 2022-12-05 01:42:02 2022-12-05 01:40:53 2022-12-05 00:11:46 2022-12-04 19:46:48 2022-12-04 17:22:15

2022-12-02 19:21:56 2022-12-02 19:03:48 2022-12-02 17:11:36 2022-12-02 17:07:42 2022-12-02 16:39:32 2022-12-02 16:34:15 2022-12-02 16:26:12 2022-12-02 16:21:16 2022-12-02 16:13:57 2022-12-02 15:39:23 2022-12-02 13:53:12 2022-12-02 13:26:26 2022-12-02 13:11:02 2022-12-02 12:40:03

2022-11-30 14:34:25 2022-11-30 13:40:52 2022-11-30 13:00:23 2022-11-30 12:32:22 2022-11-30 11:16:21 2022-11-30 11:01:13 2022-11-30 09:39:00 2022-11-30 06:51:16 2022-11-30 05:08:31 2022-11-30 05:06:38 2022-11-30 04:53:25 2022-11-30 04:45:06 2022-11-30 04:35:26 2022-11-30 04:02:59 2022-11-30 03:48:21

2022-11-28 05:05:34 2022-11-28 04:59:28 2022-11-28 04:45:47 2022-11-28 04:43:07 2022-11-28 04:07:10 2022-11-28 04:04:05 2022-11-28 03:52:21 2022-11-28 03:26:32 2022-11-28 03:12:19 2022-11-28 02:52:32 2022-11-28 02:31:03 2022-11-28 02:16:40 2022-11-28 01:40:09 2022-11-28 01:33:57 2022-11-28 01:12:14 2022-11-28 00:24:53

2022-11-26 07:41:19 2022-11-26 07:09:36 2022-11-26 05:51:05 2022-11-26 03:40:40 2022-11-26 03:15:49 2022-11-26 02:59:59 2022-11-26 02:54:45 2022-11-26 02:19:57 2022-11-26 01:53:01 2022-11-26 01:19:18 2022-11-26 01:08:36 2022-11-26 00:38:06 2022-11-25 17:37:01 2022-11-25 17:37:01

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2022-11-21 10:59:04 2022-11-21 10:39:30 2022-11-21 10:27:22 2022-11-21 10:20:08 2022-11-21 10:11:10 2022-11-21 10:08:14 2022-11-21 08:59:34 2022-11-21 08:37:19 2022-11-21 08:18:02 2022-11-21 08:12:17 2022-11-21 07:43:10 2022-11-21 07:18:42 2022-11-21 07:16:42 2022-11-21 06:57:23

2022-11-20 11:53:04 2022-11-20 11:34:22 2022-11-20 11:24:10 2022-11-20 10:29:22 2022-11-20 10:13:55 2022-11-20 10:03:22 2022-11-20 09:49:44 2022-11-20 09:17:00 2022-11-20 09:10:34 2022-11-20 08:52:22 2022-11-20 08:52:22 2022-11-20 08:07:10 2022-11-20 07:01:04 2022-11-20 06:59:23

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2022-11-10 20:16:13 2022-11-10 20:12:14 2022-11-10 19:58:23 2022-11-10 19:07:25 2022-11-10 17:49:12 2022-11-10 17:25:49 2022-11-10 17:16:37 2022-11-10 17:15:30 2022-11-10 17:10:51 2022-11-10 16:39:19 2022-11-10 15:10:54 2022-11-10 13:56:16 2022-11-10 11:24:02 2022-11-10 11:13:57 2022-11-10 10:24:07 2022-11-10 10:09:25

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2022-10-07 08:18:50 2022-10-07 06:38:21 2022-10-07 05:45:11 2022-10-07 02:18:57 2022-10-07 01:53:53 2022-10-07 00:57:46 2022-10-07 00:01:30 2022-10-06 23:58:57 2022-10-06 23:55:25 2022-10-06 23:35:49 2022-10-06 23:05:33 2022-10-06 20:45:06 2022-10-06 20:45:06 2022-10-06 20:44:56 2022-10-06 20:43:42

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2022-09-30 07:45:02 2022-09-30 06:51:49 2022-09-30 06:25:41 2022-09-30 05:53:50 2022-09-30 05:30:48 2022-09-30 04:19:00 2022-09-30 03:13:04 2022-09-30 02:38:26 2022-09-30 02:00:43 2022-09-30 01:25:14 2022-09-30 01:18:44 2022-09-30 00:55:23 2022-09-30 00:55:23 2022-09-30 00:52:53

2022-09-28 22:08:38 2022-09-28 21:34:56 2022-09-28 21:25:34 2022-09-28 21:21:10 2022-09-28 21:18:14 2022-09-28 21:02:31 2022-09-28 15:34:11 2022-09-28 14:58:29 2022-09-28 14:48:13 2022-09-28 14:37:42 2022-09-28 10:26:08 2022-09-28 09:26:00 2022-09-28 09:11:47 2022-09-28 09:10:30 2022-09-28 05:32:03 2022-09-28 04:11:26

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Case 4:25-cv-03<u>520-YGR</u> Document 35-1 Filed 08/04/25 Page 483 of 597 2022-08-27 06:12:02 2022-08-27 06:10:59 2022-08-27 06:04:44 2022-08-27 06:03:57 2022-08-27 06:02:48 2022-08-27 06:02:30 2022-08-27 05:41:33 2022-08-27 05:19:35 2022-08-27 04:20:59 2022-08-27 04:15:25 2022-08-27 03:58:53 2022-08-27 03:58:41 2022-08-27 03:36:48 2022-08-27 03:33:04 2022-08-27 02:44:20 2022-08-27 02:31:38 2022-08-27 02:30:54 2022-08-27 01:25:29 2022-08-27 00:27:30 2022-08-27 00:15:07 2022-08-26 22:46:49 2022-08-26 22:46:22 2022-08-26 22:44:44 2022-08-26 22:36:26 2022-08-26 22:32:09 2022-08-26 22:28:18 2022-08-26 22:21:09 2022-08-26 22:20:05 2022-08-26 22:18:40 2022-08-26 21:49:16 2022-08-26 21:37:20

Exhibit B Filed Under Seal

Exhibit C

User ID:
Username:
Email:

Email verified:
Phone number:
Registration IP:

Registration Time (UTC): Last Seen Time (UTC):

Last Seen IP:

Yes 2025-05-02 17:57:57

2025-07-28 06:40:46

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2025-05-10 06:29:00 2025-05-10 06:09:29 2025-05-10 06:02:00 2025-05-10 05:51:47 2025-05-10 04:57:37 2025-05-10 04:49:08 2025-05-10 04:06:44 2025-05-10 03:55:33 2025-05-10 03:36:42 2025-05-10 02:49:11 2025-05-10 02:34:45 2025-05-10 02:20:46 2025-05-10 02:10:28 2025-05-10 00:26:04 2025-05-10 00:14:42 2025-05-10 00:06:00 2025-05-10 00:00:08 2025-05-09 23:35:48 2025-05-09 23:27:57

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Exhibit D

User ID:
Username:
Email:

Email verified:

Phone number:
Registration IP:
Registration Time (UTC):

Registration Time (UTC): Last Seen Time (UTC):

Last Seen IP:

Yes

Not found Not found

2021-01-30 00:36:45 2025-01-20 17:26:04

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Session Start (UTC)
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2024-03-16 17:46:34
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2024-02-29 10:55:15
2023-10-04 12:24:01
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2023-08-20 16:36:33
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2023-08-04 11:38:50
2023-08-04 11:38:29
2023-06-25 07:35:21
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2023-06-19 22:45:32
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2023-04-11 03:40:49
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2022-04-14 01:45:37 2022-04-13 16:37:47 2022-04-12 19:47:33 2022-04-11 21:08:59 2022-04-11 11:56:29 2022-04-11 09:12:13 2022-04-11 02:05:02 2022-04-10 22:20:43 2022-04-10 20:00:46 2022-04-09 19:15:54 2022-04-09 11:11:59 2022-04-09 06:50:50 2022-04-09 02:03:11 2022-04-05 14:49:21 2022-04-05 12:20:44 2022-04-05 05:34:19

2022-03-13 04:11:24 2022-03-12 19:50:20 2022-03-12 05:18:00 2022-03-11 17:35:10 2022-03-11 17:29:07 2022-03-10 17:35:52 2022-03-10 05:32:58 2022-03-10 04:32:11

Case 4:25-cv-03<u>520-YGR</u> Document 35-1 Filed 08/04/25 Page 530 of 597 2022-03-09 23:06:16 2022-03-09 17:26:57 2022-03-08 15:41:03 2022-03-08 09:22:39 2022-03-08 05:32:29 2022-03-08 02:09:59 2022-03-07 16:02:37 2022-03-06 07:10:54 2022-03-05 23:45:09 2022-03-05 22:57:17 2022-03-04 08:14:40 2022-03-04 04:08:06 2022-03-02 05:12:04 2022-03-01 20:01:59 2022-02-28 18:46:38 2022-02-28 06:15:45 2022-02-28 05:19:24 2022-02-28 01:04:10 2022-02-27 22:14:11 2022-02-27 20:56:44 2022-02-27 10:40:57 2022-02-27 09:19:12 2022-02-27 08:53:52 2022-02-27 07:56:43 2022-02-27 06:35:53 2022-02-27 06:06:06 2022-02-27 04:06:17 2022-02-27 00:20:03 2022-02-26 21:32:02 2022-02-26 11:54:08 2022-02-26 11:28:26 2022-02-26 09:06:12 2022-02-26 08:34:15 2022-02-26 08:18:04 2022-02-26 08:17:37 2022-01-07 00:06:23 2021-02-06 11:14:13 2021-01-30 00:38:22 2021-01-30 00:37:26

Exhibit E

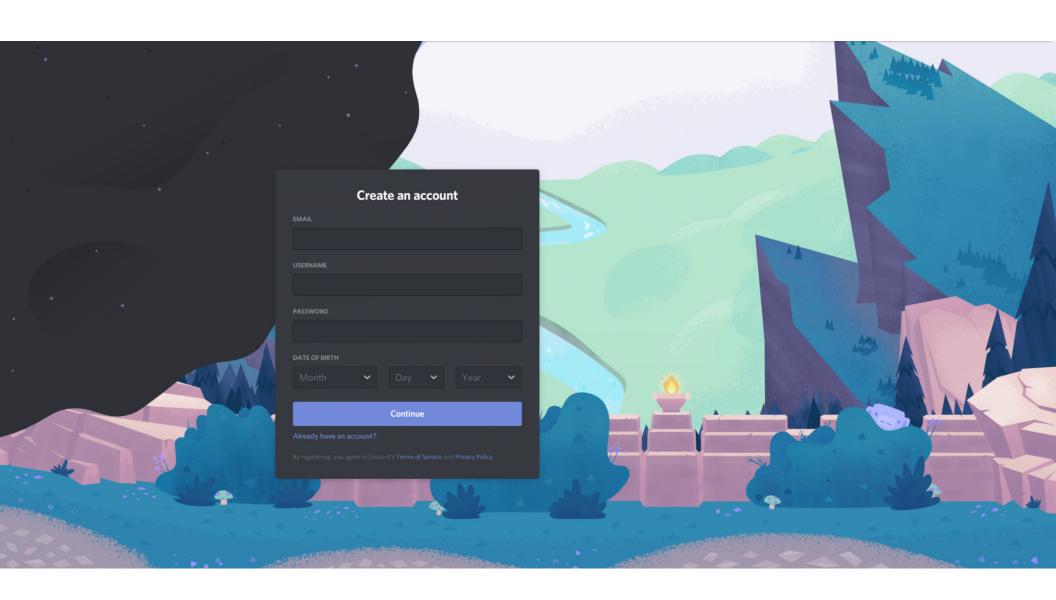


Exhibit F



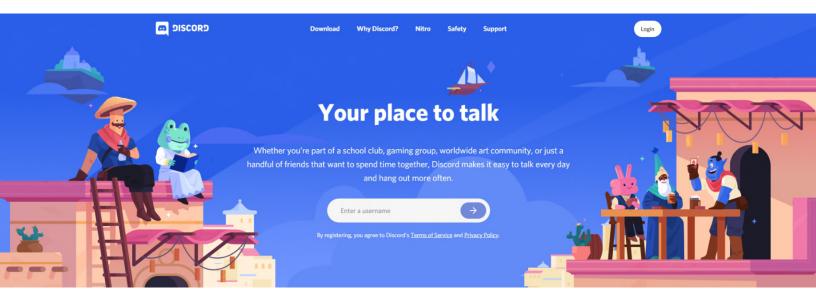


Exhibit G

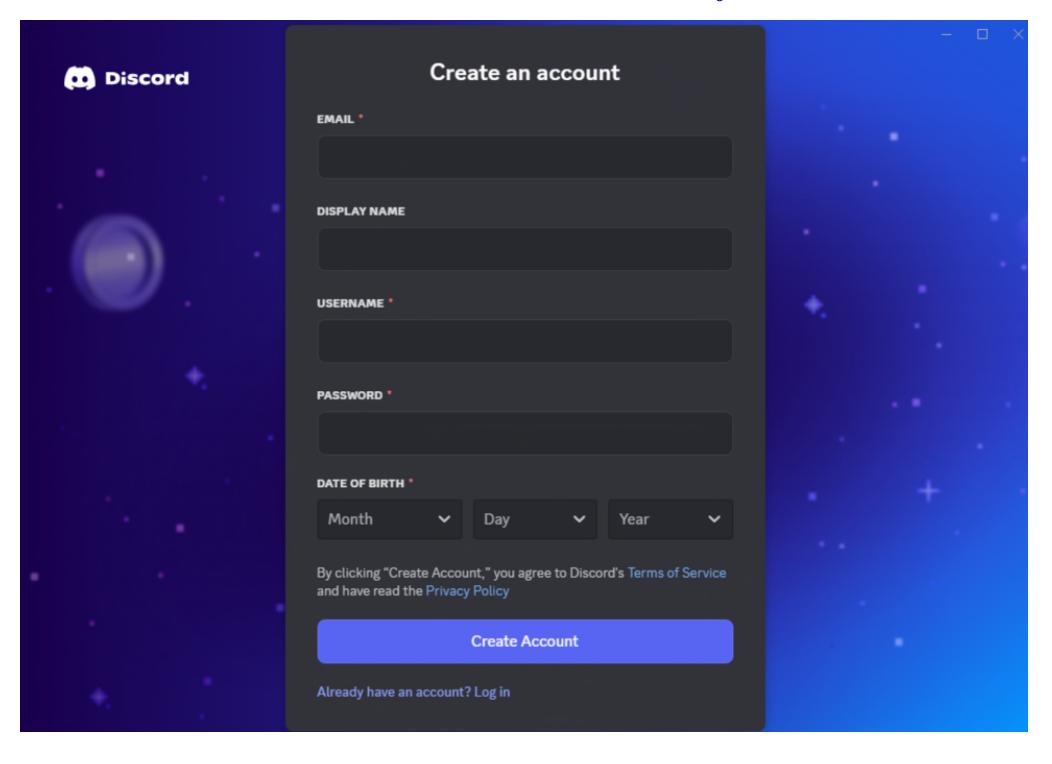


Exhibit H



Archived Versions

DISCORD TERMS OF **SERVICE**

Last modified: May 7, 2020.

Editor's Note: This version of our Terms of Service is out of date as of March 28, 2022. Please see our current Terms here.

IMPORTANT NOTICE: THESE TERMS OF SERVICE CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE DISPUTE RESOLUTION AND CLASS ACTION WAIVER SECTION BELOW, PLEASE READ CAREFULLY.

INTRODUCTION AND ACCEPTING THE **TERMS**

Welcome to Discord! These Terms of Service ("Terms"), which include and hereby incorporate the Privacy Policy at https://discord.com/privacy ("Privacy Policy"), are a legal agreement between Discord Inc. and its related companies (the "Company," "us," "our," or "we") and you ("you" or "your"). By using or accessing the Discord application (the "App") or the website located at https://discord.com (the "Site"), which are collectively referred to as the "Service," you agree (i) that you are 13 years of age and the minimum age of digital consent in your country, (ii) if you are the age of majority in your jurisdiction or over, that you have read, understood, and accept to be bound by the Terms, and (iii) if you are between 13 (or the minimum age of digital consent, as applicable) and the age of majority in your jurisdiction, that your legal guardian has reviewed and agrees to these Terms.

The Company reserves the right to update these Terms, which we may do for reasons that include, but are not limited to, complying with changes to the law or reflecting enhancements to Discord. If the changes affect your usage of Discord or your legal rights, we'll notify you no less than seven days before the changes take effect. Unless we state otherwise, your continued use of the Service after we post modifications will constitute your acceptance of and agreement to those changes. If you object to the changes, your recourse shall be to cease using the Service.

RIGHTS TO USE THE SERVICE

The Service provides a chat and social platform. The Service may allow you to participate in public and private chat rooms and to utilize messaging features to communicate with other users of the Service. The Service may also allow you to access certain software and/or other content that is available to purchase from the Company. Subject to your compliance with these Terms, the Company grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the Service. You agree not to (and not to attempt to) (i) use the Service for any use or purpose other than as expressly permitted by these Terms;(ii) copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly

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Capture timestamp (UTC): Fri, 25 Jul 2025 22:01:39 GMT



Log In

the Company. Subject to your compliance with these Terms, the Company grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the Service. You agree not to (and not to attempt to) (i) use the Service for any use or purpose other than as expressly permitted by these Terms;(ii) copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, attempt to discover any source code, reverse engineer, decompile, disassemble, or otherwise exploit the Service or any portion of the Service, except as expressly permitted in these Terms; or (iii) use data mining, robots, spiders, or similar data gathering and extraction tools on the Service. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by the Company or its licensors, except for the permissions and rights expressly granted in these Terms.

The Company reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. The Company reserves the right to refuse any user access to the Services without notice for any reason, including but not limited to a violation of the Terms. If you violate these Terms, the Company reserves the right to issue you a warning regarding the violation or immediately terminate or suspend any or all Accounts you have created using the Service. You agree that the Company need not provide you notice before terminating or suspending your Account(s), but it may do so.

YOUR ACCOUNT

You are responsible for your log-in credentials and for any activity resulting from the use of your log-in credentials or other activity on your account ("Account") on the Service. Upon launching the App or the Service, if you do not already have an Account, you will be prompted to create one by providing a username and in some cases a password. You may also be required to provide a valid email address or other information to access or utilize certain applications or features. You represent and warrant that the information you provide to us upon registration and at all other times will be true, accurate, current, and complete. We reserve the right to reject any username or to terminate your username or prevent use of a username in our sole discretion, and without any liability to you. You understand and agree that other users of the Service may have the same username as you, however, users will be differentiated by a number identifier that may or may not be visible to you or other users. You will ensure that your e-mail address is kept accurate and up-to-date at all times. If we allow you to use the App without creating an Account (e.g., if we make available a singlesession use feature), any username you select for use in connection with the App will be available for other users after your session ends. You are responsible for maintaining the confidentiality of your log-in credentials and are fully responsible for all activities that occur through the use of your credentials or otherwise on your Account. You agree to notify us immediately if you believe the confidentiality of your log-in credentials has been compromised or if you suspect unauthorized use of your Account. You agree that we will not be liable for any loss or damage arising from unauthorized use of your credentials.

COMMUNICATIONS

You agree to receive communications from us electronically, such as email, text, or mobile push notices, or notices and messages on the Service. For any direct marketing messages, we will ensure that we obtain your consent first, and also make it easy for you to opt out — we don't want to send you messages you don't want.

By using the Service or providing information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service, and that all agreements, notices, disclosures, and other communications that Discord provides to you electronically satisfy any legal requirements that such communications be in writing.

You may use the Service to send messages to other users of the Service. You agree that your use of the Service will not include sending unsolicited marketing messages or broadcasts (i.e., spam). We may utilize a variety of

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By using the Service or providing information to us, you agree that we may communicate with you

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Discord

that all agreements, notices, disclosures, and other communications that Discord provides to you electronically satisfy any legal requirements that such communications be in writing.



You may use the Service to send messages to other users of the Service. You agree that your use of the Service will not include sending unsolicited marketing messages or broadcasts (i.e., spam). We may utilize a variety of means to block spammers and abusers from using the Service. If you believe spam originated from the Service, please email us immediately at support@discord.com.

INTELLECTUAL PROPERTY RIGHTS

All rights, title and interest in and to all materials that are part of the Service (including, but not limited to, designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement), except for Your Content, collectively referred to as the "Service Materials," are, as between the Company and you, owned by the Company and/or its third party licensors. You acknowledge and agree that you shall not acquire any ownership rights whatsoever by downloading Service Materials or by purchasing any Virtual Currency or Virtual Goods (each as defined below). You agree that you shall not modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, or sell in any form or by any means, in whole or in part, or otherwise exploit the Service Materials without our express prior written permission. You acknowledge that you do not acquire any ownership rights by using the Service or by accessing any Service Materials posted on the Service by the Company, or any derivative works thereof. All rights not expressly granted by these Terms are reserved by the Company and its licensors, and no license is granted hereunder by estoppel, implication or otherwise.

YOUR CONTENT

Any data, text, graphics, photographs and their selection and arrangement, and any other materials uploaded to the Service by you is "Your Content." You represent and warrant that Your Content is original to you and that you exclusively own the rights to such content, including the right to grant all of the rights and licenses in these Terms without the Company incurring any third party obligations or liability arising out of its exercise of such rights and licenses. All of Your Content is your sole responsibility and the Company is not responsible for any material that you upload, post, or otherwise make available. By uploading, distributing, transmitting or otherwise using Your Content with the Service, you grant to us a perpetual, nonexclusive, transferable, royalty-free, sublicensable, and worldwide license to use, host, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display Your Content in connection with operating and providing the Service. The Company does not guarantee the accuracy, quality, or integrity of any user content posted. By using the Service, you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that the Company will not under any circumstances be liable for any user content, including, but not limited to, errors in any user content, or any loss or damage incurred by use of user content. The Company reserves the right to remove and permanently delete Your Content from the Service with or without notice for any reason or no reason. You may notify the Company of any user content that you believe violates these Terms, or other inappropriate user behavior, by emailing abuse@discord.com.

RULES OF CONDUCT AND USAGE

The Service provides communication channels such as forums, communities, or chat areas ("Communication Channels") designed to enable you to communicate with other Service users. The Company has no obligation to monitor these communication channels but it may do so in connection with providing the Service. The Company may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that any user content (including without limitation chats, postings, or materials posted by users) on the Communication Channels is neither endorsed nor controlled by us. The

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Discord

Channels") designed to enable you to communicate with other Service users. The Company has no obligation to monitor these communication channels but it may do so in connection with providing the Service. The Company may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that any user content (including without limitation chats, postings, or materials posted by users) on the Communication Channels is neither endorsed nor controlled by us. The Company will not under any circumstances be liable for any activity within Communication Channels. The Company is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users. As a condition of your use of the Service, and without limiting your other obligations under these Terms, you agree to comply with the restrictions and rules of use set forth in these Terms and our Community Guidelines as well as any additional restrictions or rules (such as application-specific rules) set forth in the Service. As an example, you agree not to use the Service in order to:

- post, upload, transmit or otherwise disseminate information that is objectionable as outlined in our Community Guidelines;
- · defame, libel, ridicule, mock, stalk, threaten, harass, intimidate or abuse anyone;
- engage in conduct that is fraudulent or illegal or otherwise harmful to Discord or any other user;
- upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs or engage in any other activity that may damage the operation of the Service or other users' computers;
- violate the contractual, personal, intellectual property or other rights of any party including using, uploading, transmitting, distributing, or otherwise making available any information made available through the Service in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity);
- · attempt to obtain passwords or other private information from other members;
- · improperly use support channels or complaint buttons to make false reports to us;
- develop, distribute, or publicly inform other members of "auto" software programs, "macro" software
 programs or other "cheat utility" software program or applications in violation of the applicable license
 agreements; or
- exploit, distribute or publicly inform other members of any game error, miscue or bug which gives an
 unintended advantage; violate any applicable laws or regulations; or promote or encourage illegal
 activity including, but not limited to, hacking, cracking or distribution of counterfeit software,
 compromised accounts, or cheats or hacks for the Service.

These rules of use are not meant to be exhaustive, and we reserve the right to determine what conduct we consider to be a violation of the Terms, Community Guidelines or improper use of the Service and to take action including termination of your Account and exclusion from further participation in the Service.

FEEDBACK

We appreciate hearing from our users and welcome your comments regarding the Service. If you choose to provide feedback, comments or suggestions for improvements to the Service or otherwise (in written or oral form) ("Feedback"), you represent and warrant that (a) you have the right to disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) your Feedback does not contain the confidential or proprietary information of any third party or parties.

By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works from, publish, distribute and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against Discord and its users any

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confidential or proprietary information of any third party or parties.

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By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works from, publish, distribute and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against Discord and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your account or the Services.

All rights in this section are granted without the need for additional compensation of any sort to you.

THIRD-PARTY CONTENT

We use third-party services to help us provide the Service, but such use does not indicate that we endorse them or are responsible or liable for their actions. In addition, the Service may link to third-party websites to facilitate its provision of services to you. If you use these links, you will leave the Service. Please note that your use of such third-party services will be governed by the terms and privacy policy applicable to the corresponding third party. Some of these third-party websites may use Service Materials under license from us. We are not responsible for nor do we endorse these third-party websites or the organizations sponsoring such third-party websites or their products or services, whether or not we are affiliated with such third-party websites. You agree that we are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings you may have on or through a third-party website or as a result of the presence of any third-party advertising on the Service.

USER DISPUTES

You are solely responsible for your interaction with other users of the Service and other parties that you come in contact with through the Service. The Company hereby disclaims any and all liability to you or any third party relating to your use of the Service. The Company reserves the right, but has no obligation, to manage disputes between you and other users of the Service.

COPYRIGHT

Copyright Complaints. The Company respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify the Company of your infringement claim in accordance with the procedure set forth below. The Company will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to the Company's Copyright Agent at copyright@discord.com (Subject line: "DMCA Takedown Request"). You may also contact us by mail at: Discord, Attention: DMCA Takedown Request, 444 De Haro Street #200, San Francisco, CA 94107. To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright
 or other intellectual property interest;
- · a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- · your address, telephone number, and email address;

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-may-2020

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 544 of 597



- · a description of the copyrighted work or other intellectual property that you claim has been infringed;
- Log In
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- · your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate
 and that you are the copyright or intellectual property owner or authorized to act on the copyright or
 intellectual property owner's behalf.

If you submit a notice of infringement that knowingly materially misrepresents that any Content, information, or communication on the Services is infringing upon a copyright, you may be held liable for damages and attorneys' fees.

<u>Counter-Notice</u>. If you believe that Your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in Your Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- · your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location
 at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of
 mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the
 jurisdiction of the federal court located within the Northern District of California and a statement that you
 will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, the Company will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy. In accordance with the DMCA and other applicable law, the Company has adopted a policy of terminating, in appropriate circumstances and at the Company's sole discretion, users who are deemed to be repeat infringers. The Company may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

TERMINATION

You may terminate your Account at any time and for any reason by deleting your account through the User Settings page in the application. The Company may terminate your Account and your access to the Service (or, at the Company's sole option, applicable portions of the Service) at any time and for any reason. The Company is not required to provide you with any notice or warning prior to any such termination. You may, as the result of termination, lose your Account and all information and data associated therewith, including without limitation your Virtual Currency and Virtual Goods, as applicable, and the Company is under no obligation to compensate you for any such loss.

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without limitation your Virtual Currency and Virtual Goods, as applicable, and the Company is under no obligation to compensate you for any such loss.



DISCLAIMER OF WARRANTY

THE SERVICES AND THE SERVICE MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. IN ADDITION, WHILE THE COMPANY ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE SECURE OR ERROR-FREE OR THAT THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS. THE FOREGOING DISCLAIMERS SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, BE LIABLE TO YOU OR TO ANY THIRD PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA, ARISING FROM YOUR USE OF THE SERVICE OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE COMPANY SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE AMOUNT YOU HAVE PAID TO US IN ACCORDANCE WITH THESE TERMS IN THE THREE ® MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM OR (B) \$100. THE LIMITATIONS AND DISCLAIMERS IN THESE TERMS DO NOT PURPORT TO LIMIT LIABILITY OR ALTER RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MEANS THAT SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, DISCORD'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

You specifically acknowledge that the Company shall not be liable for user content, including without limitation Your Content, or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

INDEMNIFICATION

You agree to indemnify and hold the Company, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with (i) your use of and access to the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right or any third party agreement; or (iv) any of Your Content or information in your Account or any other information you post or share on or through the Service. As used in this section, "you" shall include anyone accessing the Service using your password

VIRTUAL CURRENCIES, VIRTUAL GOODS, AND TERMS OF SALE

Document title: Terms of Service | Discord

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Discord

VIRTUAL CURRENCIES, VIRTUAL GOODS, AND TERMS OF SALE

We will not charge you a fee to use the basic functionality of the Service, but fees may be charged for certain products and services. For additional terms regarding our Nitro subscription service, please see the "Nitro Subscriptions" section below.

The Service may include an opportunity to obtain virtual currency ("Virtual Currency") or virtual goods ("Virtual Goods") that may require you to pay a fee using legal tender (that is, "real money") to obtain the Virtual Currency or Virtual Goods. Your purchase of Virtual Currency is final and is not refundable, exchangeable, transferable, except in the Company's or the platform provider's sole discretion. You may not purchase, sell, or exchange Virtual Currency outside the Service. Doing so is a violation of the Terms and may result in termination of your Account with the Service and/or legal action. The Company retains the right to modify, manage, control and/or eliminate Virtual Currency and/or Virtual Goods at its sole discretion. Prices and availability of Virtual Goods are subject to change without notice. We shall have no liability to you or any third party for the exercise of such rights. You shall have a limited, personal, non-transferable, non-sublicensable permission to use solely within the Service Virtual Goods and Virtual Currency that you have earned, purchased or otherwise obtained in a manner authorized by the Company. You have no other right, title or interest in or to any such Virtual Goods or Virtual Currency appearing or originating in the Service.

Product Descriptions. We try to make the Service thorough, accurate, and helpful to our customers. Nonetheless, there may be times when certain information contained on the Service may be incorrect, incomplete, or inaccurate, or appear inaccurate because of the browser, hardware, software, or other technology that you use. Discord reserves the right, with or without prior notice, to: change descriptions or references to products and/or services; limit the available quantity of any product or service; honor, or refuse to honor, any coupon, coupon code, promotional code or other similar promotions; and/or refuse to provide any visitor to, or use of the Service with any product or service.

Availability and Pricing. Though we try to honor all purchase requests, availability cannot always be guaranteed. When an item is not available and cannot be replenished — for example, if we offer a limited promotion — we will attempt to remove the item from the Service in a timely manner but make no guarantees in this regard. We may occasionally make errors in the stated prices on the Service. If a product's correct price is higher than the listed price, we will either confirm that we'll provide the item at the price listed or cancel your order and notify you of such cancellation.

Payments. We accept major credit cards, certain debit cards, PayPal, and/or such other payment methods we may make available to you from time-to-time through our Service, as forms of payment ("Payment Method"). We may also offer you the ability to make orders through a third party app store or other payment service. You agree to comply with their terms and any other requirements they may have. By submitting an order, you authorize Discord, or its designated payment processor, to charge the account you specify for the purchase amount.

We may, in our sole discretion, cancel your payment at any time by providing notice to you through your contact information or by a notice when you attempt to make a payment. We may cancel a payment or prevent you from initiating future payments for any reason, including, without limitation, the following: (i) if you attempt to use the Service in breach of any applicable law or regulation, including the card network rules or regulations; (ii) if you use the Service in breach of these Terms; (iii) if we suspect fraudulent, unlawful or improper activity regarding a payment; (iv) if we detect, in our sole discretion, that your payments have excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) failure to cooperate in an investigation or provide additional information when requested.

Refunds. You can find our refund policy here: https://support.discord.com/hc/en-us/articles/360012668071

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-may-2020

Capture timestamp (UTC): Fri, 25 Jul 2025 22:01:39 GMT

Log In

Page 8 of 14





excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) failure to cooperate in an investigation or provide additional information when requested.

Refunds. You can find our refund policy here: https://support.discord.com/hc/en-us/articles/360012668071

<u>Taxes</u>. Stated prices may not include sales and use taxes. If they do not, you are responsible for the payment of such taxes related to your purchase. We have the right to charge you for any taxes that we are required to pay or in fact collect related to your purchase.

<u>International Orders</u>. You will be solely responsible for any license fees, customs duties, and other taxes and fees related to the export of the products from the United States.

Manufacturer EULAs and Other Terms. You may be required to accept an end user license agreement (EULA) or other terms provided by the manufacturer prior to use of the product you ordered. A EULA or other terms may accompany the product you ordered.

NITRO SUBSCRIPTIONS

Recurring Billing. By purchasing a Nitro subscription, you authorize us to charge your Payment Method on a recurring (e.g., monthly or yearly) basis for the applicable Nitro subscription charge, any and all taxes or possible transaction fees, and any other charges incurred in connection with your use of the Nitro subscription service. Your payment to Discord will automatically renew at the end of your applicable subscription period, unless you cancel your subscription before the end of the current subscription period.

Price Changes. Discord may change the price for Nitro subscriptions from time to time, and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Nitro subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use Nitro after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from Nitro prior to the price change going into effect. We don't want to charge you for something you don't want, though, so if you cancel within 14 days of any price increases, we'll provide you a refund.

Cancellation. You may cancel your Nitro subscription at any time, and you will continue to have access to Nitro through the end of the current subscription period. If you cancel your subscription before the end of the current subscription period, we will not refund any subscription fees already paid to us. At our sole discretion, however, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. To cancel, go to the "User Settings" screen in the Discord desktop or mobile app and follow the instructions for cancellation.

DISPUTE RESOLUTION

THIS SECTION AND THE NEXT SECTION ONLY APPLIES TO YOU IF YOU ARE A UNITED STATES RESIDENT.

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Discord agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

Most disputes can be resolved without resorting to arbitration. In the event of a dispute, you agree to provide us notice of the dispute. This notice must provide a brief, written description of the dispute, the relief

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-may-2020

Capture timestamp (UTC): Fri, 25 Jul 2025 22:01:39 GMT

Page 9 of 14

INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

(A) Discord

You and Discord agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.



Most disputes can be resolved without resorting to arbitration. In the event of a dispute, you agree to provide us notice of the dispute. This notice must provide a brief, written description of the dispute, the relief requested and the contact information of the party giving it. You must send any such notice to Discord by email to disputes@discord.com and by U.S. Mail to Discord Inc., 444 De Haro Street #200, San Francisco, CA 94107.

The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with one another, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Notwithstanding the foregoing, disputes concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Site shall not be subject to arbitration, and the notice and good faith negotiation required by this paragraph shall not apply to these types of disputes.

Binding Arbitration. Except as provided herein, if we cannot resolve a dispute informally, any dispute will be resolved only by binding arbitration to be held in the U.S. state in which you reside. For residents outside the United States, arbitration shall be initiated in San Francisco, California. Discord and you further agree to submit to the personal jurisdiction of any state or federal court in San Francisco, California to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitration shall be conducted by a single arbitrator, governed by the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in these Terms. If there is a conflict between the JAMS Rules and the rules set forth in these Terms, the rules set forth in these Terms will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Discord will pay the additional cost. Discord shall also bear the cost of any arbitration fees, unless the arbitrator finds your claims, defenses, or other fee-generating activity to be asserted or conducted for an improper purpose or frivolous. You are responsible for all other additional costs that you may incur in the arbitration including, without limitation, attorney's fees and expert witness costs unless Discord is specifically required to pay such fees under applicable law. The decision of the arbitrator will be in writing and binding and conclusive on Discord and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction.

Discord and you agree that dispositive motions, including without limitation motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these Terms of Service and can award the same damages and relief as a court, including injunctive or other equitable relief and attorney's fees. Discord and you understand that, absent this mandatory arbitration provision, Discord and you would have the right to sue in court and have a jury trial. Discord and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and that the right to discovery may be more limited in arbitration than in court.

If Discord's or your claim is solely for monetary relief of \$10,000 or less and does not include a request for any type of equitable remedy, the party bringing the claim may choose whether the arbitration of the claim will be conducted, through a telephonic hearing, or by an in-person hearing under the JAMS Rules, solely based on documents submitted to the arbitrator.

You or Discord may choose to pursue a claim in small claims court where jurisdiction and venue over you and Discord otherwise qualifies for such small claims court and where the claim does not include a request for any type of equitable relief. However, if you decide to pursue a claim in small claims court, you agree to still provide Discord with advance notice by email to disputes@discord.com and by U.S. Mail to Discord Inc., 444 De Haro Street #200, San Francisco, CA 94107.

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-may-2020

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Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 549 of 597 You or Discord may choose to pursue a claim in small claims court where jurisdiction and venue over you and

Discord

Discord otherwise qualifies for such small claims court and where the claim does not include a request for any type of equitable relief. However, if you decide to pursue a claim in small claims court, you agree to still provide Discord with advance notice by email to disputes@discord.com and by U.S. Mail to Discord Inc., 444 De Haro Street #200, San Francisco, CA 94107.

Opt-Out Right. You have the right to opt out and not be bound by the provisions requiring arbitration by sending written notice of your decision to opt out to Discord by email to arbitration-opt-out@discord.com. The notice must be sent within 90 days of this Terms of Service taking effect, or your account creation on the Service. If you do not opt out via this method, you will be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of the provisions requiring arbitration, Discord will not be bound by them either. If any clause within this Arbitration Section is found to be illegal or unenforceable, that specific clause will be severed from this section, and the remainder of its provisions will be given full force and effect.

Survival. This Arbitration section shall survive any termination of your account or the Service.

CLASS WAIVER

THIS SECTION AND THE PREVIOUS SECTION ONLY APPLIES TO YOU IF YOU ARE A UNITED STATES RESIDENT.

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

Discord and you agree to resolve any dispute in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding.

The arbitrator cannot combine more than one person's or entity's claims into a single case, and cannot preside over any consolidated, class or representative proceeding (unless we agree otherwise). And, the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other Discord customers, and cannot be used to decide other disputes with other customers.

If any court or arbitrator determines that the class/consolidated/representative action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class, consolidated, or representative basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in federal court located in San Francisco, California.

This Class Action Waiver section shall survive any termination of your account or the Services.

INTERNATIONAL USE; EXPORT CONTROLS

Software available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No software may be downloaded from the Service or otherwise exported or reexported in violation of U.S. export laws. Downloading or using the software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

IOS APPLICATIONS

The following additional terms and conditions apply with respect to any App that the Company provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-may-2020

Capture timestamp (UTC): Fri, 25 Jul 2025 22:01:39 GMT



The following additional terms and conditions apply with respect to any App that the Company provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- You acknowledge that these Terms are between you and Discord only, and not with Apple, Inc. ("Apple").
- Your use of the Company's iOS App must comply with Apple's then-current App Store Terms of Service.
- · The Company, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
- You agree that the Company, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App.
- · You agree that the Company, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- · You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- · The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to your license of the Company's iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

GENERAL

Governing Law. By visiting or using the Service, you agree that the laws of the United States and the State of California, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and the Company.

Any claim or dispute between you and the Company that arises out of or is related to the Service and is not subject to arbitration shall be decided exclusively by a court of competent jurisdiction located in San Francisco County, California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of San Francisco County, California.

Injunctive and Other Equitable Relief. You acknowledge that the rights granted and obligations made to the Company under these Terms are of a unique and irreplaceable nature, the loss of which may result in immediate and irreparable harm to the Company for which remedies at law are inadequate. The Company shall therefore be entitled to seek injunctive or other equitable relief (without the obligation to post any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief.

Entire Agreement. These Terms constitute the entire agreement between you and the Company with respect to your use of the Service and any other subject matter hereof and cannot be changed or modified by you except as expressly posted on the Service by the Company. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-may-2020

seek injunctive or other equitable relief.

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 551 of 597

Discord

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Log In

Waiver. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision, and no waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Severability. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect.

<u>Course of Conduct/Trade Practice</u>. Neither the course of conduct between the parties nor trade practice will act to modify these Terms.

Assignment. These Terms may not be assigned by you without the Company's prior written consent, but are freely assignable by the Company. Subject to the foregoing restriction, these Terms will be binding on, inure to, and enforceable against the parties and their respective successors and assigns.

<u>Documentation of Compliance</u>. Upon the Company's request, you will furnish the Company with any documentation, substantiation or releases necessary to verify your compliance with these Terms.

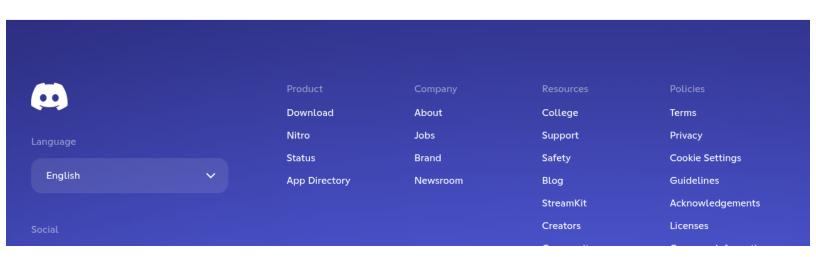
<u>Interpretation</u>. You agree that these Terms will not be construed against the Company by virtue of having drafted them.

<u>Defenses Based on Electronic Form of These Terms</u>. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

Survival. You agree that the provisions of these Terms that by their nature should survive termination will survive any termination of these Terms.

<u>Contact</u>. If you have any questions about these Terms, please contact <u>privacy@discord.com</u>.

Discord is made possible through the work of other open source software.



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Capture URL: https://discord.com/terms/terms-of-service-may-2020

Case freely assignable by the Company. Subject to the foregoing restriction the 8704/25 be bigging engineer of 597 to, and enforceable against the parties and their respective successors and assigns.



Log In

<u>Documentation of Compliance</u>. Upon the Company's request, you will furnish the Company with any documentation, substantiation or releases necessary to verify your compliance with these Terms.

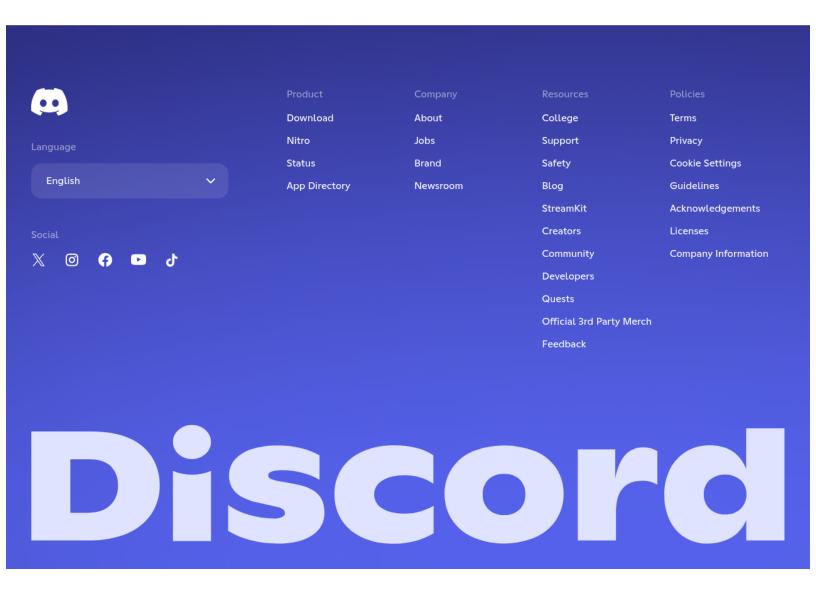
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<u>Defenses Based on Electronic Form of These Terms</u>. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

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Exhibit I

Archived Versions

DISCORD'S TERMS OF SERVICE

Effective: March 28, 2022

Last Updated: February 25, 2022

Editor's Note: This version of our Terms of Service is out of date as of March 27, 2023. Please see our current Terms here.

- 1. Who we are
- 2. Age requirements and responsibility of parents and guardians
- 3. What you can expect from us
- 4. Your Discord account
- 5. Content in Discord's services
 - · Your content
 - · Discord's content
 - · Other content
- 6. Software in Discord's services
- 7. Copyright
- 8. Discord's paid services
- 9. Restrictions on your use of Discord's services
- 10. Termination
- 11. Indemnity
- 12. Services "AS IS"
- 13. Limitation of liability
- 14. Settling disputes between you and Discord
- 15. More important stuff
- 16. Contacting each other

Welcome! Discord is your place to talk and hang out. We're happy you're here.

These terms set forth our legal obligations to each other. They apply to your use of our services.

When we say "Discord," "we," "us," and "our" in these terms, we mean Discord Inc., its subsidiaries, and its related companies.

When we say "services" in these terms, we mean Discord's services, apps, websites, and other products.

When we say "you" or "your," we mean you. If you're accessing our services on behalf of a legal entity (like your employer), you agree that you have the authority to bind that entity to these terms, and "you" and "your" will refer to that entity.

We also have a Privacy Policy Community Guidelines, and other policies that apply to your use of our

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2022



When we say "you" or "your," we mean you. If you're accessing our services on behalf of a legal entity (like your employer), you agree that you have the authority to bind that entity to these terms, and "you" and "your" will refer to that entity.

We also have a Privacy Policy, Community Guidelines, and other policies that apply to your use of our services and are incorporated into these terms. You should read these policies—we've worked hard to make them simple and clear, and they contain important information about your use of our services. If you use our API, Discord's Developer Terms of Service and Developer Policy apply to that use. Discord's Paid Services Terms apply to any purchase you make through Discord.

Together, these rules make Discord possible, and they matter to us. If you believe others aren't following them, please let us know: https://dis.gd/report.

IMPORTANT NOTE: The section titled "Settling Disputes Between You and Discord" contains an arbitration clause and class-action waiver that applies to all U.S.-based Discord users. Please read this section carefully as it may significantly affect your legal rights, including your right to file a lawsuit in court.

WHO WE ARE

We provide services that allow you to interact with other Discord users and participate in public and private communities (or "servers"). Our services may also include access to certain software, features, and content that you can purchase from us or others.

Discord's services are provided by Discord Inc. We're located at 444 De Haro Street #200, San Francisco, CA 94107, USA.

If you reside in the European Economic Area or the United Kingdom, Discord Netherlands BV is the controller of your personal information as described in our Privacy Policy. Discord Netherlands BV is located at Schiphol Boulevard 195, (1118 BG) Schiphol, the Netherlands, registered with the Dutch Chamber of Commerce with registration number 82229864.

AGE REQUIREMENTS AND RESPONSIBILITY OF PARENTS AND GUARDIANS

By accessing our services, you confirm that you're at least 13 years old and meet the minimum age of digital consent in your country. We maintain a list of minimum ages around the world as a resource for you, but we aren't able to guarantee that it is always accurate. If you are old enough to access our services in your country, but not old enough to have authority to consent to our terms, your parent or guardian must agree to our terms on your behalf. Please ask your parent or guardian to read these terms with you. If you're a parent or legal guardian, and you allow your teenager to use the services, then these terms also apply to you and you're responsible for your teenager's activity on the services.

WHAT YOU CAN EXPECT FROM US

We're actively developing new features and products to improve Discord. As part of these efforts, we may add or remove features, start offering new services, or stop offering old services. While we try to avoid

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Discord

WHAT YOU CAN EXPECT FROM US



We're actively developing new features and products to improve Discord. As part of these efforts, we may add or remove features, start offering new services, or stop offering old services. While we try to avoid disruptions, we cannot guarantee that there will not be an outage or change to the services, and your content may not be retrievable due to such outages or changes. We are not liable for any such outages or service changes.

YOUR DISCORD ACCOUNT

To access the services on an ongoing basis, you will need to create a Discord account. You can provide a username and password, and a way of contacting you (such as an email address and/or phone number). To access certain features or communities, you may need to verify your account or add other information to your account. Our Privacy Policy discusses what information we collect and how we use this information in more detail.

You are responsible for the security of your account, and you agree to notify us immediately if you believe your account has been compromised. If you use a password, it must be strong, and we (strongly) recommend that you use that password only for your Discord account and that you enable two-factor authentication. If your account is compromised, we may not be able to restore it to you.

You are also responsible for maintaining the accuracy of the contact information associated with your account. If you get locked out of your account, we'll need to contact you at the email or phone number associated with your account, and we may not be able to restore your Discord account to you if you no longer have access to that email account or phone number. We may also assume that any communications we've received from your account or the associated contact information have been made by you.

You agree not to license, sell, or transfer your account without our prior written approval.

CONTENT IN DISCORD'S SERVICES

Your Content

When we say "your content" in these terms, we mean all the things you add (upload, post, share, or stream) to our services. This may include text, links, GIFs, emoji, photos, videos, documents, or other media. If we come up with another way for you to add content to the services, it includes that too.

You don't have any obligation to add content to the services. If you choose to add content to the services, you are responsible for ensuring that you have the right to do so, that you have the right to grant the licenses in the terms, and that your content is lawful. We take no responsibility for any of your content, and we are not responsible for others' use of your content.

Our services allow users to add content in a number of different ways, including via direct messages and in smaller and larger communities. Some of these spaces are public, and if you share content within them, that content may be accessed by people you do not know. For example, some servers are available in the Server Discovery section of the app and do not require an invite link to join. Other server owners may publish their server invite link on public websites. Anyone can access these spaces. You should be aware that these permissions are set by server owners or admins, and they may change over time. Please understand the difference between posting in public and private spaces on Discord, and choose the right space, features, and

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2022

smaller and larger communities. Some of these spaces are public, and if you share content within them, that

Case 41125-62/163529e46GRople DOCUMENT. 35e1ampleFiled 108/04/25ilablPages557 of 597



Discovery section of the app and do not require an invite link to join. Other server owners may publish their server invite link on public websites. Anyone can access these spaces. You should be aware that these permissions are set by server owners or admins, and they may change over time. Please understand the difference between posting in public and private spaces on Discord, and choose the right space, features, and settings for you and your content. To understand how we treat your personal information, see our Privacy Policy.

Your content is yours, but you give us a license to it when you use Discord. Your content may be protected by certain intellectual property rights. We don't own those. But by using our services, you grant us a license—which is a form of permission—to do the following with your content, in accordance with applicable legal requirements, in connection with operating, developing, and improving our services:

- Use, copy, store, distribute, and communicate your content in manners consistent with your use of the services. (For example, so we can store and display your content.)
- Publish, publicly perform, or publicly display your content if you've chosen to make it visible to others.
 (For example, so we can display your messages if you post them in public servers.)
- Monitor, modify, translate, and reformat your content. (For example, so we can resize an image you post to fit on a mobile device.)
- Sublicense your content, to allow our services to work as intended. (For example, so we can store your content with our cloud service providers.)

This license is worldwide, non-exclusive (which means you can still license your content to others), royalty-free (which means there are no fees for this license), transferable, and perpetual.

We reserve the right to block, remove, and/or permanently delete your content for any reason, including breach of these terms, our Community Guidelines, our other policies, or any applicable law or regulation.

We welcome feedback on our services. By sending us feedback, you grant us a non-exclusive, perpetual, irrevocable, transferable license to use the feedback and ideas generated from the feedback without any restrictions, attribution, or compensation to you.

Discord's content

Our services include some content that belongs to us. You may use this content as permitted by these terms, but we retain all intellectual property rights in our content.

Other content

Other people's content. Our services might also provide you with access to other people's content. You may not use this content without that person's consent, or as allowed by law. Other people's content is theirs and doesn't necessarily reflect Discord's own views. Discord doesn't endorse or verify the accuracy or reliability of content shared by Discord users. We work hard to try to make Discord a safe, positive, and inclusive place, but cannot prevent you from encountering content that you may find objectionable or offensive. You agree we will not be liable for any harm caused by that content. You may report content that you think violates any of our policies. We have the right, but not the obligation, to review such reports and block or remove content at our discretion.

Third party features and content. Our services may also allow you to access third-party websites, features, apps, or other content. We provide you access only as a convenience to you, and are not responsible for the content or services available from these websites or resources.

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2022

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apps, or other content. We provide you access only as a convenience to you, and are not responsible for the content or services available from these websites or resources.



SOFTWARE IN DISCORD'S SERVICES

<u>License to our software</u>. Some of our services allow you to download client software. So long as you comply with these terms, we grant you a worldwide, non-exclusive, personal, and non-assignable license to download, install, and run that software, solely to access our services.

You may not copy, modify, create derivative works based upon, distribute, sell, lease, or sublicense any of our software or services. You also may not reverse engineer or decompile our software or services, attempt to do so, or assist anyone in doing so, unless you have our written consent or applicable law permits it.

Although we are granting you this license, we retain any intellectual property rights we have in our software and services.

<u>Open source.</u> Some of Discord's services include software subject to separate open source license terms, and your use of those services are subject to your compliance with those license terms, when applicable. We encourage you to review them, as some licenses may explicitly override these terms.

Third Party Software and Services. Our services may allow you to access apps, bots, or other products, features or services developed by third parties. It's your choice whether to use these products and whether to participate in Discord communities that incorporate these features, and you should review any terms and policies provided by the third party before doing so. The third party's terms and policies, and not Discord's, govern your use of these products or services. While these third party services do need to follow all policies that apply to them (which may include our Community Guidelines, Developer Terms of Service, and Developer Policy), Discord is not responsible for products developed by third parties.

COPYRIGHT

We respect the intellectual property of others and expect our users to do the same. See our Copyright & IP Policy for information on how to file a copyright complaint.

DISCORD'S PAID SERVICES

We won't charge you a fee to use the basic functionality of our services, but you may be able to pay for additional features and products. Discord's Paid Services Terms also apply to any purchase you make through Discord, and you may also be asked to agree to separate terms before purchasing or selling new offerings through Discord.

RESTRICTIONS ON YOUR USE OF DISCORD'S SERVICES

When using our services, you must comply with these terms and all applicable laws, rules, and regulations, and you must only use the services for authorized and acceptable purposes. You must also adhere to our Community Guidelines and other policies, which contain more detailed rules about your content and behavior

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2022

Discord

Case **1500 RDYSRS ERWICES**-1 Filed 08/04/25 Page 559 of 597

When using our services, you must comply with these terms and all applicable laws, rules, and regulations, and you must only use the services for authorized and acceptable purposes. You must also adhere to our Community Guidelines and other policies, which contain more detailed rules about your content and behavior when using Discord. Fundamentally, do not do, try to do, or encourage or help others to do any of the followina:

- · Don't use the services to do harm to yourself or others. Among other things, this includes trying to gain access to another user's account or any non-public portions of the services, infringing anyone else's intellectual property rights or any other proprietary rights, harassing, bullying, spamming, automessaging, or auto-dialing people through our services.
- · Don't use the services to do harm to Discord. Among other things, this includes trying to gain access to or attacking our systems, scraping us, transmitting viruses or other malicious code to our services, abusing or defrauding us or our payment systems, copying our product or using our intellectual property without permission, and misusing our reporting or customer service mechanisms.
- Don't use the services to do anything else that's illegal. This includes using the services to commit any crime or infringe anyone's intellectual property rights.

We encourage you to report content or conduct that you believe violates these restrictions.

TERMINATION

Your right to terminate. You're free to stop using Discord's services at any time and for any reason. You can delete your Discord account through the User Settings page in the Discord app. You can also disable your account, which restricts the processing of your personal information as described in our Privacy Policy. Disabling your account does not terminate this agreement.

Our right to terminate. Subject to applicable law, we reserve the right to suspend or terminate your account and/or your access to some or all of our services with or without notice, at our discretion, including if:

- · You breach these terms, our policies, or additional terms that apply to specific products.
- We're required to do so to comply with a legal requirement or court order.
- We reasonably believe termination is necessary to prevent harm to you, us, other users, or third parties.
- · Your account has been inactive for more than two years.

However, we will give you advance notice if reasonable to do so or required by applicable law. You can appeal any enforcement action we take under these terms here: https://dis.gd/request.

INDEMNITY

If you are using the services on behalf of a business or legal entity and not in an individual capacity, then you will indemnify and hold Discord and its officers, directors, employees and agents harmless from and against any claims, liabilities, damages, and costs (including reasonable legal and accounting fees) related to (a) your access to or use of our services, (b) your content, or (c) your violation of these terms.

SERVICES "AS IS"

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2022

Capture timestamp (UTC): Fri, 25 Jul 2025 22:00:54 GMT

Page 6 of 12





SERVICES "AS IS"

We work hard to offer great services, but there are certain aspects that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, DISCORD, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE LAWS OF CERTAIN JURISDICTIONS OR STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

This warranty does not affect any consumer rights you might have under applicable law, including the legal guarantee in certain places such as the European Union that products and services must comply with this agreement and your rights in case of non-conformity of a product or service.

LIMITATION OF LIABILITY

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. IN COUNTRIES WHERE THE BELOW TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

THE INFORMATION PRESENTED ON OR THROUGH THE SERVICES IS MADE AVAILABLE SOLELY FOR INFORMATIONAL PURPOSES. WE DO NOT CONFIRM THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS SOLELY AT YOUR OWN RISK.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, NEITHER DISCORD, ITS AFFILIATES, NOR OUR SUPPLIERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DISCORD OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY PROVIDED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

BESIDES THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), DISCORD LIMITS OUR LIABILITY TO YOU TO THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID US IN THE THREE MONTHS BEFORE YOU FIRST ASSERT A CLAIM OR (B) \$100 (OR THE EQUIVALENT IN YOUR LOCAL CURRENCY).

DISCORD ISN'T LIABLE FOR THE CONDUCT OR CONTENT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES.

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2022



CURRENCY).



DISCORD ISN'T LIABLE FOR THE CONDUCT OR CONTENT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DISCORD AND YOU. THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

SETTLING DISPUTES BETWEEN YOU AND DISCORD

<u>Informal resolution.</u> Most disputes can be resolved informally, so if you have an issue with the services, let's consult with each other first. Before pursuing formal legal action, you agree to try to resolve a dispute with us informally by sending notice to <u>disputes@discord.com</u>.

If you reside in the European Union, you may also be entitled to submit your complaint to the European Commission's Online Dispute Resolution (ODR) Platform. ODR allows EU consumers to resolve disputes related to the online purchases of goods and services without going to court.

<u>Governing Law and jurisdiction</u>. The Federal Arbitration Act, federal arbitration law, and California law will apply to these terms and any disputes related to these terms or our services, regardless of conflict of laws rules. Any of these disputes that are not subject to arbitration will be resolved exclusively in the state or federal courts in San Francisco County, California, and you and Discord both consent to venue and personal jurisdiction in these courts.

If you are a consumer residing in the European Union, this clause and these terms in general do not affect any mandatory consumer rights you may have under your local law, and all disputes arising in connection with the services and/or these terms shall be submitted to the exclusive jurisdiction of the court of Amsterdam, the Netherlands or, if you are a consumer, to a court closer to your domicile if in an EU Member State.

Agreement to arbitrate.

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

You and Discord agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. Except for the circumstances described below, if we can't resolve a dispute informally, you and Discord agree to resolve any dispute or claim relating to these terms or our services through final and binding arbitration in the U.S. state where you reside.

Arbitration rules. The arbitration will be conducted by a single arbitrator, governed by these terms and the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class or representative actions (the "JAMS Rules"). These terms will govern if there's a conflict between these terms and the JAMS Rules. The decision of the arbitrator will be in writing and binding on you and Discord, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You and Discord agree that dispositive motions will be allowed in the arbitration. Except as explicitly set forth in this arbitration section, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these terms of service, including, but not limited to any claim that all or any part of these terms of service are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of JAMS administrative or arbitrator fees (including the timing of such payments and

Document title: Terms of Service | Discord

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You and Discord agree that dispositive motions will be allowed in the arbitration. Except as explicitly set

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exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these terms of service, including, but not limited to any claim that all or any part of these terms of service are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of JAMS administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator must follow these terms and can award the same damages and relief as a court. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Finally, if Discord's or your claim is for monetary relief of \$10,000 or less and doesn't request any equitable remedy, the party bringing the claim may, based solely on the documents submitted to the arbitrator, choose whether arbitration will be conducted through a telephonic hearing or by an in-person hearing under the JAMS Rules. The Streamlined Arbitration Rules governing the arbitration may be accessed at https://www.jamsadr.com/ or by calling JAMS at (800) 352-5267. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

<u>Other remedies</u>. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law.

Arbitration costs. Discord will pay the additional cost if the arbitration filing fee exceeds the cost of filing a lawsuit provided your claim does not exceed \$75,000. For claims that do not exceed \$75,000, we'll also bear the cost of any arbitration fees, unless the arbitrator finds your claims, defenses, or other fee-generating activity to be conducted for an improper purpose or frivolous (under the standard set forth in Federal Rule of Civil Procedure 11). For claims above \$75,000, fees and costs will be determined in accordance with JAMS Rules. In all arbitrations, unless otherwise required by law or the JAMS Rules, you're responsible for all other additional arbitration costs incurred, including attorney's fees and expert witness costs.

Opt-out. You can decline this agreement to arbitrate by emailing an opt-out notice to arbitration-opt-out@discord.com within 30 days of March 28, 2022 or when you first register your Discord account, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Discord also will not be bound by them.

Exceptions. You or Discord may still pursue claims, if they qualify, in small claims court in San Francisco County, California, or any U.S. county where you live or work. The small claims court, and not any arbitrator or JAMS, shall have the exclusive authority to resolve disputes regarding whether a dispute is properly within the jurisdiction of a small claims court. Additionally, disputes concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of our services will not be subject to arbitration, and the informal notice required by this section won't apply to these disputes.

Class waiver. IF YOU'RE A U.S. RESIDENT, YOU AND DISCORD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If this specific paragraph is found unenforceable, then the "Agreement to arbitrate" section will be null and void. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

MORE IMPORTANT STUFF

You have certain rights that, by law, can't be limited by these terms, and we in no way intend to restrict those rights in these terms.

Entire agreement. These terms cover the entire agreement between you and Discord for your use of our

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Capture URL: https://discord.com/terms/terms-of-service-march-2022

Capture timestamp (UTC): Fri, 25 Jul 2025 22:00:54 GMT

Case MORES IMPORTANTENSS UFFILED 08/04/25 Page 563 of 597



Log In

You have certain rights that, by law, can't be limited by these terms, and we in no way intend to restrict those rights in these terms.

Entire agreement. These terms cover the entire agreement between you and Discord for your use of our services.

Additional terms. Where additional terms apply to our products or services, the additional terms will control with respect to your use of that product or service to the extent of any conflict with these terms.

<u>Bug reporting</u>. We support the responsible reporting of security vulnerabilities. To report a security issue, please visit https://discord.com/security.

Export Control. You agree to comply with all applicable import, export, and re-export control laws and restrictions, including but not limited to those of the European Union and its member states, the U.S.

Department of Commerce Export Administration Regulations ("EAR") and economic sanctions maintained by the U.S. Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR"), and will not use the services to cause a violation of such laws or regulations. Further, you represent and warrant that you are not located in North Korea, on any government list of prohibited or restricted parties, or otherwise subject to equivalent restrictions, as specified in the laws and regulations listed above or in your country's laws. You may not download or use our services if you are located in a country or region subject to U.S. or E.U. government embargo (including Cuba, Iran, Syria, and the Crimea region) unless that use is authorized by the United States and other relevant authorities.

Waiver, severability, and assignment. If you fail to follow these terms and we don't immediately act, that doesn't mean we're giving up any of our legal rights (such as acting in the future). If any part of these terms ends up being invalid or unenforceable based on a decision by any court or competent authority, the rest of these terms will not be affected. You may not assign these terms to anyone else without our written consent. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with our services.

<u>Survival</u>. Any part of these terms that by their nature should survive after termination of these terms will survive.

<u>Updates to these terms</u>. We may decide to update these terms ① to reflect changes to our services or our business, ② for legal or regulatory reasons, or ③ to prevent abuse on or of our services. If these changes materially affect your Discord use or your legal rights, we'll give you reasonable advance notice (unless the updates are urgent). If you continue to use our services after the changes have taken effect, it means that you agree to the changes. If you don't agree, you must stop using our services.

Apple App Store. If you download the Discord app from the Apple App Store or use our app on an iOS device, the below paragraph applies to you.

Apple has no obligation to furnish any maintenance and support services with respect to the Discord app. If the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the app purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Discord app. Apple is not responsible for addressing any claims by you or any third party relating to the Discord app or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the Discord app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Discord app infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a

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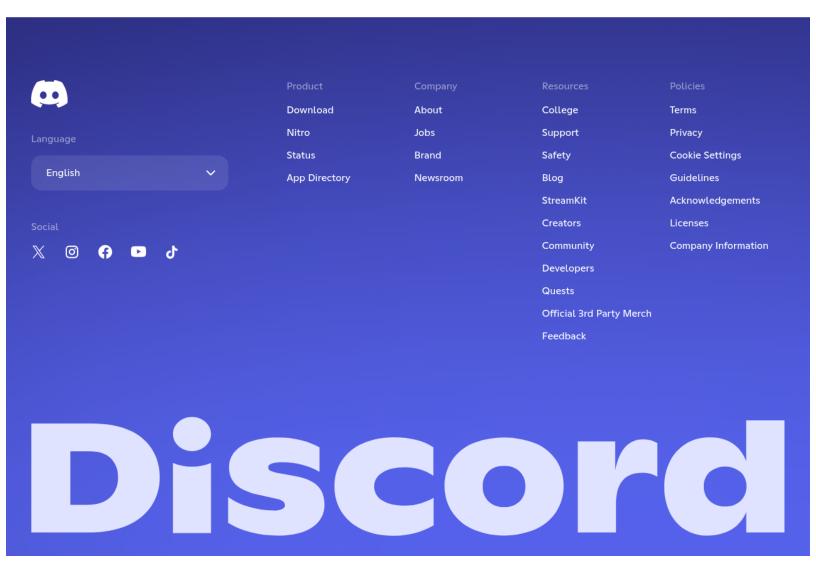
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party claim that your possession and use of the Discord app infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Discord app.

CONTACTING EACH OTHER

If you have any questions about these terms, please contact us at privacy@discord.com. We may send you electronic communications related to our services. Where required, we'll get your consent before sending you direct marketing



Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2022

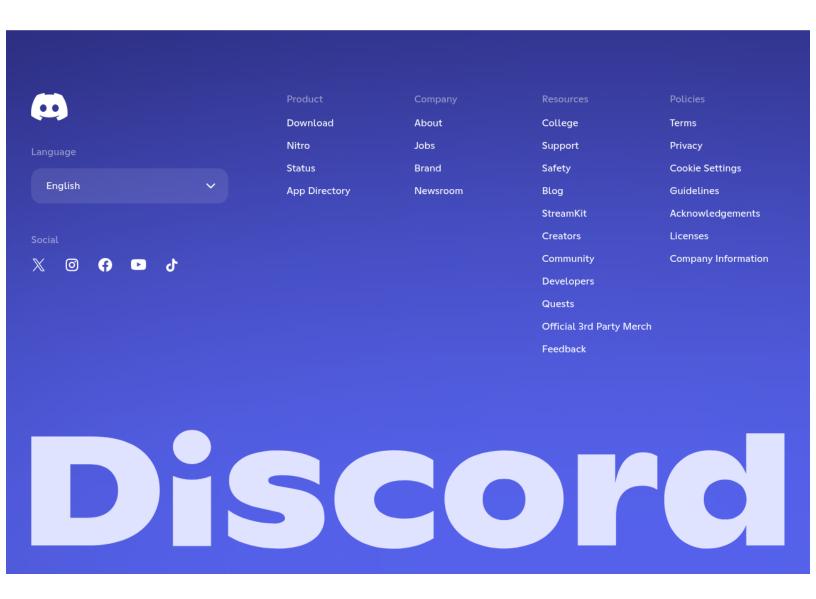
Discord

party claim that your possession and use of the Discord app infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Discord app.

Log In

CONTACTING EACH OTHER

If you have any questions about these terms, please contact us at privacy@discord.com. We may send you electronic communications related to our services. Where required, we'll get your consent before sending you direct marketing



Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2022

Exhibit J

Archived Versions

DISCORD'S TERMS OF SERVICE

Effective: March 27, 2023

Last Updated: February 24, 2023

Editor's Note: This version of our Terms of Service is out of date as of April 15, 2024. Please see our current Terms here.

- 1. Who we are
- 2. Age requirements and responsibility of parents and legal guardians
- 3. What you can expect from us
- 4. Your Discord account
- 5. Content in Discord's services
 - Your Content
 - · Discord's content
 - · Other content
- 6. Software in Discord's services
- 7. Copyright
- 8. Discord's paid services
- 9. Restrictions on your use of Discord's services
- 10. Termination
- 11. Appeals
- 12. Indemnity
- 13. Services "AS IS"
- 14. Limitation of liability
- 15. Settling disputes between you and Discord
- 16. More important stuff
- 17. Contacting each other

Welcome! Discord is a platform that brings people together over shared experiences and gives everyone a place to belong. We're happy you're here.

These terms set forth our legal obligations to each other. They apply to your use of our services.

IMPORTANT NOTE: The section titled "Settling Disputes Between You and Discord" contains an arbitration clause and class-action waiver that applies to all U.S.-based Discord users. Please read this section carefully as it may significantly affect your legal rights, including your right to file a lawsuit in court.

When we say "Discord," "we," "us," and "our" in these terms, we mean Discord Inc., its subsidiaries, and its related companies.

When we say "services" in these terms, we mean Discord's services, apps, websites, and other products.

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2023

section carefully as it may significantly affect your legal rights, including your right to file a lawsuit in Case 4:45-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 568 of 597



Log In

When we say "Discord," "we," "us," and "our" in these terms, we mean Discord Inc., its subsidiaries, and its related companies.

When we say "services" in these terms, we mean Discord's services, apps, websites, and other products.

When we say "you" or "your," we mean you. If you're accessing our services on behalf of a legal entity (like your employer), you agree that you have the authority to bind that entity to these terms, and "you" and "your" will refer to that entity.

We also have a Privacy Policy, Community Guidelines, and these other policies that apply to your use of our services and are incorporated into these terms. You should read these policies—we've worked hard to make them simple and clear, and they contain important information about your use of our services. If you use our API, Discord's Developer Terms of Service and Developer Policy apply to that use. Discord's Paid Services Terms apply to any purchase you make through Discord.

Together, these rules make Discord possible, and they matter to us. If you believe others aren't following them, please let us know by reporting it to us.

WHO WE ARE

We provide services that allow you to interact with other Discord users (such as through direct messages and group direct messages) and participate in large and small spaces (or "servers"). Our services may also include access to certain software, features, and content that you can purchase from us or others, and additional terms apply to those purchases.

Discord's services are provided by Discord Inc. We're located at 444 De Haro Street #200, San Francisco, CA 94107, USA.

AGE REQUIREMENTS AND RESPONSIBILITY OF PARENTS AND LEGAL GUARDIANS

By accessing our services, you confirm that you're at least 13 years old and meet the minimum age required by the laws in your country. We maintain a list of minimum ages around the world as a resource for you, but we aren't able to guarantee that it is always accurate. If you are old enough to access our services in your country, but not old enough to have authority to consent to our terms, your parent or legal guardian must agree to our terms on your behalf. Please ask your parent or legal guardian to read these terms with you. If you're a parent or legal guardian, and you allow your child (who meets the minimum age for your country) to use the services, then these terms also apply to you and you're responsible for your child's activity on the services, including purchases made by them. For more information on purchases, see "Discord's Paid Services" below.

WHAT YOU CAN EXPECT FROM US

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WHAT YOU CAN EXPECT FROM US

Discord is a platform that brings people together over shared experiences and gives everyone a place to belong. To do that, we provide different digital spaces where you can connect with other Discord users and communities. Discord users communicate primarily via "servers," which are digital spaces made up of different types of channels. Text channels allow users to interact via text-based messages, as well as images, GIFs, emoji, and other uploadable media. Voice channels allow users to communicate by voice and/or streaming video. We're always evolving our services, and we may create other types of channels in the future!

Users create servers, and users choose which servers to join and who their "friends" are. Server owners and server admins control the server permissions and rules, including establishing membership requirements and creating custom roles and what those roles can do within the server. Server owners and admins also control whether to make their server available in Server Discovery, whether to publish their server invite link on public websites, whether to enable community growth and safety features, and whether to add bots or other apps. These permissions, like the size of a server, may change over time.

Discord is designed to make communicating with the people you want to speak to as easy as possible. Posts appear in text channels in the order in which they're made. Voice and video communication also happens in real time. Discord was also designed to make it easy to share what you're up to. You can stream what you're doing on your device, or you can share your status, including what game you're playing, what song you're listening to (if you link a music account), and more. Sharing gameplay is fundamental to the Discord experience, so it's turned on by default. But you can turn it off in your Settings at any time, and you're in control of whether you connect other accounts to Discord.

Discord's services may be personalized to each user based on their activity, so that you can see content and communities that may be of interest to you. You can control whether and to what extent Discord personalizes your experience in your Settings.

We're actively developing new features and products to improve Discord. As part of these efforts, we may add or remove features, start offering new services, or stop offering some services entirely (or just in some places or for some users) if they no longer make sense from a business perspective or create risk for Discord, our users, or other third parties. While we try to avoid disruptions, we cannot guarantee that there will not be an outage or change to the services, and your content may not be retrievable due to such outages or changes. We are not liable for any such outages or service changes.

YOUR DISCORD ACCOUNT

To access the services on an ongoing basis, you will need to create a Discord account. You can provide a username and password, and a way of contacting you (such as an email address and/or phone number). You'll also need to provide your birthday. In some cases, you may be required to verify your account or provide additional information.

You are responsible for the security of your account, and you agree to notify us immediately if you believe your account has been compromised. If you use a password, it must be strong, and we (strongly) recommend that you use that password only for your Discord account and that you enable two-factor authentication.

You must always provide accurate information to Discord and maintain the accuracy of the information associated with your account. We may assume that any communications we've received from your account or

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2023

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your account has been compromised. If you use a password, it must be strong, and we (strongly) recommend that you use that password only for your Discord account and that you enable two-factor authentication.



You must always provide accurate information to Discord and maintain the accuracy of the information associated with your account. We may assume that any communications we've received from your account or the associated contact information have been made by you, and that any purchases made using your account were made by you.

If you get locked out of your account, we'll need to contact you at the email or phone number associated with your account. If your account is compromised or you no longer have access to your email account or phone number, we may not be able to restore your access to your account or the servers you've created.

You agree not to license, sell, or transfer your account without our prior written approval.

CONTENT IN DISCORD'S SERVICES

Your Content

When we say "your content" in these terms, we mean all the things you add (upload, post, share, stream, etc.) to our services. This includes text, links, GIFs, emoji, photos, videos, documents, or other media. If we come up with another way for you to add content to the services, it includes that too.

You don't have any obligation to add content to the services. If you choose to add content to the services, you are responsible for ensuring that you have the right to do so, that you have the right to grant the licenses in this section of these terms, and that your content is lawful. We take no responsibility for any of your content, and we are not responsible for others' use of your content.

Our services allow users to add content in a number of different ways, including via direct messages, group direct messages, and in small and large servers. Some of these servers may be larger spaces, and if you share content within them, that content may be more likely to be accessed by a lot of people. For example, some servers are available in the Server Discovery section of the app and do not require an invite link to join. Other server owners may publish their server invite link on public websites. Anyone can access these spaces. You should be aware that these permissions are set by server owners or admins, and they may change over time. Please understand where you are posting on Discord, familiarize yourself with the relevant server permissions when joining and posting in a certain space, and choose the right space, features, and settings for you and your content.

Your content is yours, but you give us a license to it when you use Discord. Your content may be protected by certain intellectual property rights. We don't own those. But by using our services, you grant us a license—which is a form of permission—to do the following with your content, in accordance with applicable legal requirements, in connection with operating, developing, and improving our services:

- Use, copy, store, distribute, and communicate your content in manners consistent with your use of the services. (For example, so we can store and display your content.)
- Publish, publicly perform, or publicly display your content if you've chosen to make it visible to others.
 (For example, so we can display your messages if you post them in certain servers or recommend that content to others.)
- Monitor, modify, translate, and reformat your content. (For example, so we can resize an image you post to fit on a mobile device.)
- Sublicance your content, to allow our convices to work as intended. (Ear example, so we can store your

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Capture URL: https://discord.com/terms/terms-of-service-march-2023

Publish, publicly perform, or publicly display your content if you've chosen to make it visible to others.

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content to others.)



- Monitor, modify, translate, and reformat your content. (For example, so we can resize an image you post to fit on a mobile device.)
- Sublicense your content, to allow our services to work as intended. (For example, so we can store your
 content with our cloud service providers.)

This license is worldwide, non-exclusive (which means you can still license your content to others), royalty-free (which means there are no fees for this license), transferable, and perpetual.

We reserve the right to block, remove, and/or permanently delete your content if it is in breach of these terms, our Community Guidelines, our other policies, or any applicable law or regulation, or if it creates risk for Discord or negatively impacts the experience or interests of other Discord users to continue to make it available.

We welcome feedback on our services. By sending us feedback, you grant us a non-exclusive, perpetual, irrevocable, transferable license to use the feedback and ideas generated from the feedback without any restrictions, attribution, or compensation to you.

Discord's content

Our services include some content that belongs to us, such as the design of our apps and websites, our art and images, and content written by us. You may use this content as permitted by these terms, but we retain all intellectual property rights in our content.

Other content

Other people's content. Our services might also provide you with access to other people's content. You may not use this content without that person's consent, or as allowed by law. Other people's content is theirs and doesn't necessarily reflect Discord's own views. Discord doesn't endorse or verify the accuracy or reliability of content shared by Discord users. We work hard to try to make Discord a safe, positive, and inclusive place, but cannot prevent you from encountering content that you may find objectionable or offensive. You agree we will not be liable for any harm caused by that content. You may report content that you think violates any of our policies. We have the right, but not the obligation, to review such reports and block or remove content at our discretion.

<u>Third party features and content</u>. Our services may also allow you to access third-party websites, features, apps, or other content. We provide you access only as a convenience to you, and are not responsible for the content or services available from these websites or resources.

SOFTWARE IN DISCORD'S SERVICES

<u>License to our software</u>. Some of our services allow you to download client software. So long as you comply with these terms, we grant you a worldwide, non-exclusive, personal, and non-assignable license to download, install, and run that software, solely to access our services.

You may not copy, modify, create derivative works based upon, distribute, sell, lease, or sublicense any of our software or services. You also may not reverse engineer or decompile our software or services, attempt to do so, or assist anyone in doing so, unless you have our written consent or applicable law permits it.

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with these terms, we grant you a wortowide, non-exclusive, personat, and non-assignable decise to

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You may not copy, modify, create derivative works based upon, distribute, sell, lease, or sublicense any of our software or services. You also may not reverse engineer or decompile our software or services, attempt to do so, or assist anyone in doing so, unless you have our written consent or applicable law permits it.

Although we are granting you this license, we retain any intellectual property rights we have in our software and services.

<u>Open source</u>. Some of Discord's services include software subject to separate open source license terms, and your use of those services are subject to your compliance with those license terms, when applicable. We encourage you to review them, as some licenses may explicitly override these terms.

Third-Party Services. Discord may allow you to access apps, bots, or other products, features, or services developed by third parties ("third-party services"). It's your choice whether to use these third-party services and whether to participate in Discord servers that incorporate them. You should review any terms and policies provided by the third parties before doing so as they govern your use of their services. While these third parties do need to follow all policies that apply to them (which may include these Terms, our Community Guidelines, Developer Terms of Service, and Developer Policy), Discord is not responsible for any third-party services.

COPYRIGHT

We respect the intellectual property of others and expect our users to do the same. See our Copyright & IP Policy for information on how to file a copyright complaint.

DISCORD'S PAID SERVICES

We won't charge you a fee to use the basic functionality of our services, but you may be able to pay for additional features and products. Discord's Paid Services Terms also apply to any purchase you make using Discord's supported purchase flows, and you may also be asked to agree to separate terms before purchasing or selling new offerings through Discord.

RESTRICTIONS ON YOUR USE OF DISCORD'S SERVICES

When using our services, you must comply with these terms and all applicable laws, rules, and regulations, and you must only use the services for authorized and acceptable purposes. You must also adhere to our Community Guidelines and other policies, which contain more detailed rules about your content and behavior when using Discord. Fundamentally, do not do, try to do, or encourage or help others to do any of the following:

- Don't use the services to do harm to yourself or others. Among other things, this includes trying to gain
 access to another user's account or any non-public portions of the services, infringing anyone else's
 intellectual property rights or any other proprietary rights, exploiting, harassing, bullying, spamming,
 auto-messaging, or auto-dialing people through our services.
- · Don't use the services to do harm to Discord. Among other things, this includes trying to gain access to

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Capture URL: https://discord.com/terms/terms-of-service-march-2023

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access to another user's account or any non-public portions of the services, infringing anyone else's intellectual property rights or any other proprietary rights, exploiting, harassing, bullying, spamming, auto-messaging, or auto-dialing people through our services.

- Log In
- Don't use the services to do harm to Discord. Among other things, this includes trying to gain access to
 or attacking our systems, scraping us, transmitting viruses or other malicious code to our services, abusing
 or defrauding us or our payment systems, copying our product or using our intellectual property without
 permission, and misusing our reporting or customer service mechanisms.
- Don't use the services to do anything else that's illegal. This includes using the services to plan or commit any crime or do anything else that is illegal.

We encourage you to report content or conduct that you believe violates these restrictions.

TERMINATION

Your right to terminate. You're free to stop using Discord's services at any time and for any reason. To terminate this agreement, you may delete your Discord account through the Settings page in the Discord app (the gear icon next to your username) and discontinue use of the services. Certain provisions of these terms will survive termination as outlined below in the "Survival" section.

Disabling your account limits the processing of your personal information as described in our Privacy Policy. Disabling your account does not terminate this agreement.

<u>Our right to terminate.</u> Subject to applicable law, we reserve the right to suspend or terminate your account and/or your access to some or all of our services with or without notice, at our discretion for the following reasons:

- You breach these terms, our policies, or additional terms that apply to specific products.
- · We're required to do so to comply with a legal requirement or court order.
- · We reasonably believe termination is necessary to prevent harm to you, us, other users, or third parties.
- Your account has been inactive for more than two years.
- Continuing to allow your account to be active, giving you access to some or all services, or hosting your
 content creates risk for Discord, other users, or third parties.

However, we will give you advance notice if reasonable to do so or required by applicable law.

APPEALS

You can appeal any enforcement action we take under these terms, including terminations, suspensions, or content removals, here: https://dis.gd/request.

INDEMNITY

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2023

INDEMNITY

If you are using the services on behalf of a business or legal entity and not in an individual capacity, then you will indemnify and hold Discord and its officers, directors, employees and agents harmless from and against any claims, liabilities, damages, and costs (including reasonable legal and accounting fees) related to (a) your access to or use of our services, (b) your content, or (c) your violation of these terms.

SERVICES "AS IS"

We work hard to offer great services, but there are certain aspects that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, DISCORD, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE LAWS OF CERTAIN JURISDICTIONS OR STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

LIMITATION OF LIABILITY

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. IN COUNTRIES WHERE THE BELOW TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR MATERIAL BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

THE INFORMATION PRESENTED ON OR THROUGH THE SERVICES IS MADE AVAILABLE SOLELY FOR INFORMATIONAL PURPOSES. WE DO NOT CONFIRM THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS SOLELY AT YOUR OWN RISK.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, NEITHER DISCORD, ITS AFFILIATES, NOR OUR SUPPLIERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DISCORD OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED

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Capture URL: https://discord.com/terms/terms-of-service-march-2023

REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE

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ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DISCORD OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY PROVIDED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

BESIDES THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), DISCORD LIMITS OUR LIABILITY TO YOU TO THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID US IN THE THREE MONTHS BEFORE YOU FIRST ASSERT A CLAIM OR (B) \$100 USD (OR THE EQUIVALENT IN YOUR LOCAL CURRENCY).

DISCORD ISN'T LIABLE FOR THE CONDUCT OR CONTENT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DISCORD AND YOU. THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

SETTLING DISPUTES BETWEEN YOU AND DISCORD

Informal resolution. Most disputes can be resolved informally, so if you have an issue with the services, you agree to reach out to us before initiating a lawsuit or arbitration. This requires sending Discord a written description of the dispute (including your name, what you're complaining about, and how you'd like to resolve it) along with the email address or phone number associated with your Discord account to disputes@discord.com. If the dispute is not resolved within sixty (60) days after receipt of the written notice, you and Discord agree to resolve any remaining dispute through the further dispute resolution provisions below. You must engage in this informal resolution process before starting any formal dispute resolution. Applicable statutes of limitations and due dates for arbitration filing fees or other deadlines will be tolled while the parties attempt informal resolution.

If you reside in the European Union, you may also be entitled to submit your complaint to the European Commission's Online Dispute Resolution (ODR) Platform. ODR allows EU consumers to resolve disputes related to the online purchases of goods and services without going to court.

<u>Governing Law and jurisdiction</u>. The Federal Arbitration Act, federal arbitration law, and California law will apply to these terms and any disputes related to these terms or our services, regardless of conflict of laws rules. Any of these disputes that are not subject to arbitration will be resolved exclusively in the state or federal courts in San Francisco County, California, and you and Discord both consent to venue and personal jurisdiction in these courts.

If you are a consumer residing in the European Union, this clause and these terms in general do not affect any mandatory consumer rights you may have under your local law, and all disputes arising in connection with the services and/or these terms shall be submitted to the exclusive jurisdiction of the court of Amsterdam, the Netherlands or, if you are a consumer, to a court closer to your domicile if in an EU Member State.

Agreement to arbitrate.

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT:

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2023

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Agreement to arbitrate.

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IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT:

You and Discord agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. Except for the circumstances described below, and only after the parties have engaged in a good-faith, but unsuccessful, effort to resolve the dispute in accordance with the "informal resolution" process (above), you and Discord agree to resolve any dispute, disagreement, or claim relating to these terms or our services through final and binding arbitration in the U.S. county where you reside. This includes claims that arose, were asserted, or involve facts occurring before the existence of this arbitration agreement or any prior agreement as well as claims that may arise after the termination of this arbitration agreement, in accordance with the notice and opt-out provisions set forth in section.

Arbitration rules. The arbitration will be conducted by a single arbitrator, governed by these terms and the American Arbitration Association Rules, excluding any rules or procedures governing or permitting class or representative actions (the "AAA Rules"), available at https://www.adr.org/active-rules. These terms will govern if there's a conflict between these terms and the AAA Rules. To begin the arbitration proceeding, either party must submit a written Demand for Arbitration (available at www.adr.org) with the AAA and provide a copy to the other party as specified in the AAA Rules. To provide notice to Discord, please send an email with the subject line "Arbitration Demand" to disputes@discord.com.

If the amount in controversy does not exceed \$10,000, and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and Discord submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which may be in-person, videoconference, or telephone conference.

Arbitration costs. AAA sets forth fees for its services, which are available at www.adr.org/sites/default/files/Consumer-Fee_Schedule.pdf. If Discord is the party initiating an arbitration against you, Discord will pay all costs associated with the arbitration, including the entire filing fee. If you initiate an arbitration against Discord, you will be responsible for the first \$100 toward the nonrefundable Initial Filing Fee, unless the arbitrator determines that you are unable to pay, in which case Discord will pay the entire filing fee. For cases seeking less than \$75K, Discord will pay the remainder of the Initial Filing Fee and both parties' Administrative fees (unless the arbitrator finds your claims, defenses, or other feegenerating activity to be conducted for an improper purpose or frivolous (under the standard set forth in Federal Rule of Civil Procedure 11). For cases seeking more than \$75K, fees and costs will be determined in accordance with AAA Rules.

In all arbitrations, unless otherwise required by law or the AAA Rules, you're responsible for all other additional arbitration costs incurred, including attorney's fees and expert witness costs. The parties agree that AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under AAA's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by AAA does not constitute a default, waiver, or breach of this Section while such challenge remains pending before AAA, the arbitrator, and/or a court of competent jurisdiction.

Offer of Judgment. At least 14 days before the date set for an arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by the offering party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party will not recover its post-offer costs and will pay the offering party's costs from the time of the offer.

Arbitration Decision. The decision of the arbitrator will be in writing and binding on you and Discord, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You and Discord

Document title: Terms of Service | Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2023

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party will not recover its post-offer costs and will pay the offering party's costs from the time of the offer.



Arbitration Decision. The decision of the arbitrator will be in writing and binding on you and Discord, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You and Discord agree that dispositive motions will be allowed in the arbitration. Except as explicitly set forth in this arbitration section, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these terms of service, including, but not limited to any claim that all or any part of these terms of service are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of AAA or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator must follow these terms and can award the same damages and relief as a court. The arbitrator has the right to impose sanctions in accordance with the AAA Rules and procedures for any frivolous claims, improper claims, or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with this Section or claims filed on behalf of a claimant who is not party to this agreement. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

<u>Mass filings.</u> If, at any time, 30 or more similar demands for arbitration are asserted against Discord or related parties by the same or coordinated counsel or entities ("Mass Filing"), these additional rules will apply:

If you or your counsel file a demand for arbitration that fits within the definition of Mass Filing, you agree that your demand for arbitration will be subject to the additional protocols set forth in this mass filing subsection.

Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. You and Discord agree to jointly ask the arbitrator to agree to the following procedures: The arbitrator will randomly assign sequential numbers to each of the claims included in a Mass Filing, after which the claims numbered 1-10 will be designated the "Initial Test Cases" and will proceed to arbitration. The Parties agree to decide on a single arbitrator for all Initial Test Cases and to consolidate the cases for pre-hearing procedures and the pre-hearing conference. Unless the claims are resolved in advance or the schedule is extended, the arbitrator will render final awards for the Initial Test Cases within 120 days of the initial pre-hearing conference. If fewer than 5 Initial Test Cases resolve without a final decision of the arbitrator because they are resolved in advance, cases will be selected in batches of 10 and will proceed to arbitration until at least 5 have been resolved by a final arbitrator decision. The arbitrator's decisions for the Initial Test Cases shall be in writing and shall contain the essential findings and conclusions of fact and law upon which the arbitrator based the decision.

The results of the Initial Test Cases resolved by a final arbitrator decision will then be given to a mediator who will try to facilitate a resolution of the remaining cases. After the results are provided to the mediator, the mediator and the parties will have 90 days (the "Mediation Period") to agree on a resolution or substantive methodology for resolving the outstanding cases. If the parties are unable to resolve the outstanding claims during the Mediation Period, either Party may choose to opt out of the arbitration process and proceed in court with its remaining claims. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. Opt out of arbitration under this section shall not be construed as opt out of the section titled "Class Waiver" below.

Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to claims in the Mass Filing.

If your demand for arbitration is included in the Mass Filing, any statute of limitations applicable to your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

<u>Other remedies.</u> ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. In some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND DISCORD ARE EACH

Document title: Terms of Service | Discord

Discord

Capture URL: https://discord.com/terms/terms-of-service-march-2023

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Log In

Other remedies. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. In some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND DISCORD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law.

Opt-out. You can decline this agreement to arbitrate by emailing an opt-out notice to arbitration-opt-out@discord.com within 30 days of March 27, 2023 or when you first register your Discord account, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Discord also will not be bound by them.

Exceptions. You or Discord may still pursue claims, if they qualify, in small claims court in San Francisco County, California, or any U.S. county where you live or work. The small claims court, and not any arbitrator or AAA, shall have the exclusive authority to resolve disputes regarding whether a dispute is properly within the jurisdiction of a small claims court. Additionally, disputes concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of our services will not be subject to arbitration. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed (and any applicable statute of limitations tolled) pending the outcome of such action.

Class waiver. IF YOU'RE A U.S. RESIDENT, EXCEPT AS PROVIDED HEREIN, YOU AND DISCORD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, UNLESS DISCORD PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING. If this specific paragraph is found unenforceable, then the "Agreement to arbitrate" section will be null and void. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies. This subsection does not prevent you or Discord from participating in a class-wide settlement of claims.

Changes to this Dispute Section: Discord will provide 30 days' notice of the date of any material changes to this clause. Changes will become effective on the 30th day and apply to all claims not yet filed. If you continue to use the site after the 30th day, you agree that any unfiled claims of which Discord does not have actual notice are subject to the revised clause. If you reject any such changes by opting out of the arbitration agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the arbitration agreement will not apply to claims not yet filed. If Discord changes this "Dispute Resolution" section after the date you first accepted this agreement (or accepted any subsequent changes to this agreement), you agree that your continued use of the Discord product(s) or services 30 days after such change will be deemed acceptance of those changes. If you do not agree to such change, you may opt out by providing notice as described in this section.

MORE IMPORTANT STUFF

You have certain rights that, by law, can't be limited by these terms, and we in no way intend to restrict those rights in these terms.

Entire agreement. These terms cover the entire agreement between you and Discord for your use of our

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Capture URL: https://discord.com/terms/terms-of-service-march-2023

MORE IMPORTANT STUFF Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 579 of 597



You have certain rights that, by law, can't be limited by these terms, and we in no way intend to restrict those rights in these terms.

<u>Entire agreement.</u> These terms cover the entire agreement between you and Discord for your use of our services.

Additional terms. Where additional terms apply to our products or services, the additional terms will control with respect to your use of that product or service to the extent of any conflict with these terms.

<u>Bug reporting.</u> We support the responsible reporting of security vulnerabilities. To report a security issue, please visit https://discord.com/security.

Export Control. You agree to comply with all applicable import, export, and re-export control laws and restrictions, including but not limited to those of the European Union and its member states, the U.S. Department of Commerce Export Administration Regulations ("EAR") and economic sanctions maintained by the U.S. Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR"), and will not use the services to cause a violation of such laws or regulations. You agree to not use our services to store or distribute content that is subject to export controls, unless you have obtained all required government export authorizations. Further, you represent and warrant that you are not on any government list of prohibited or restricted parties, or otherwise subject to equivalent restrictions, as specified in the laws and regulations listed above or in your country's laws. You may not download or use our services if you are located in a country or region subject to U.S. or E.U. government embargo (including Cuba, Iran, North Korea, Syria, and the Crimea region) unless that use is authorized by the United States and other relevant authorities.

Waiver, severability, and assignment. If you fail to follow these terms and we don't immediately act, that doesn't mean we're giving up any of our legal rights (such as acting in the future). If any part of these terms ends up being invalid or unenforceable based on a decision by any court or competent authority, the rest of these terms will not be affected. You may not assign these terms to anyone else without our written consent. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with our services.

Survival. Any part of these terms that by their nature should survive after termination of these terms will survive. As permitted under applicable law, this includes but may not be limited to the following:

- · Our rights to retain and display certain data;
- · Any amounts owed will remain due;
- Any indemnification obligations (as applicable) such as those listed under the "Indemnity" section;
- · Any disclaimer of warranties such as those under the "Services 'AS IS'" section;
- Any applicable limitation of liability such as those under the "Limitation of Liability" section;
- Any dispute resolution provisions, including the arbitration agreement, such as those under the "Settling disputes between you and Discord" section.

Updates to these terms. We may decide to update these terms: ① to reflect changes to our services or our business, ② for legal or regulatory reasons, ③ to prevent abuse on or of our services, or ④ to better protect or serve users of our services. If these changes materially affect your Discord use or your legal rights, we'll give you reasonable advance notice (unless the updates are urgent). If you continue to use our services after the changes have taken effect, it means that you agree to the changes. If you don't agree, you must stop using our services.

<u>Apple App Store</u>. If you download the Discord app from the Apple App Store or use our app on an iOS device, the below paragraph applies to you.

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you reasonable advance notice (unless the updates are urgent). If you continue to use our services after the

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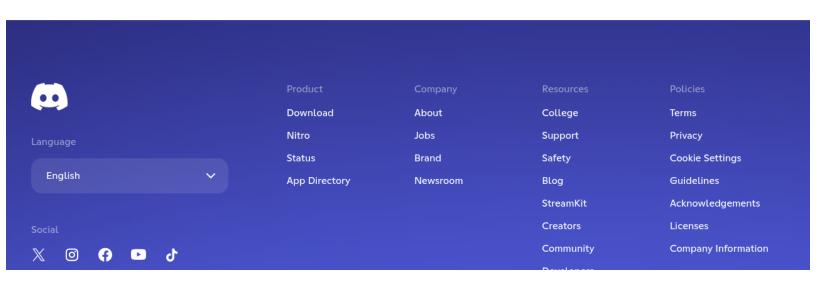


<u>Apple App Store</u>. If you download the Discord app from the Apple App Store or use our app on an iOS device, the below paragraph applies to you.

These terms grant a non-transferable license to use the Discord App on any Apple/Mac product that you might own or control and as permitted by Apple's policies. Apple has no obligation to furnish any maintenance and support services with respect to the Discord app. If the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the app purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Discord app. Apple is not responsible for addressing any claims by you or any third party relating to the Discord app or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the Discord app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Discord app infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Discord app.

CONTACTING EACH OTHER

If you have any questions about these terms, please contact us at privacy@discord.com. We may send you electronic communications related to our services. Where required, we'll get your consent before sending you direct marketing, and we'll make it easy for you to opt out.



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Capture URL: https://discord.com/terms/terms-of-service-march-2023

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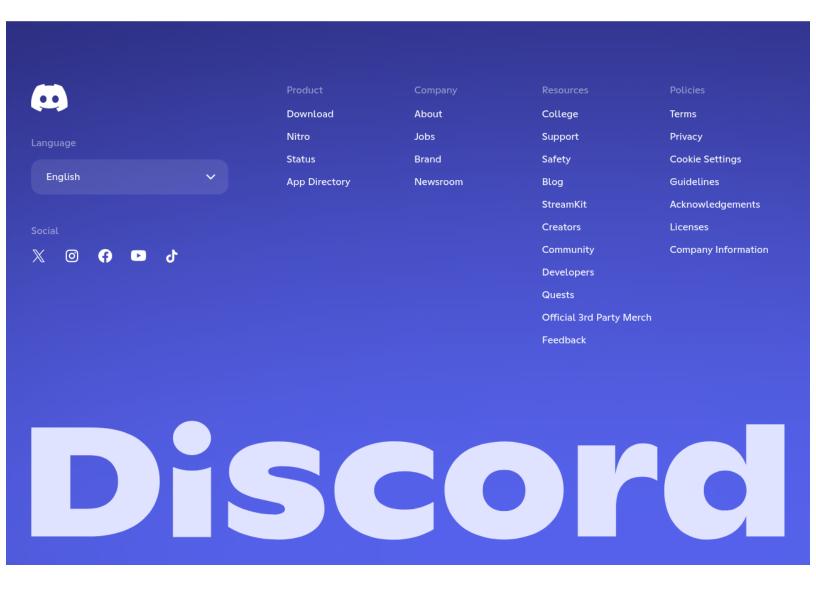
Discord

the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Discord app.



CONTACTING EACH OTHER

If you have any questions about these terms, please contact us at privacy@discord.com. We may send you electronic communications related to our services. Where required, we'll get your consent before sending you direct marketing, and we'll make it easy for you to opt out.



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Exhibit K

Archived Versions

DISCORD'S TERMS OF SERVICE

Effective: April 15, 2024

Last Updated: March 15, 2024

- 1. Who we are
- 2. Age requirements and responsibility of parents and legal guardians
- 3. What you can expect from us
- 4. Your Discord account
- 5. Content in Discord's services
 - Your Content
 - Discord's content
 - · Other content
- 6. Software in Discord's services
- 7. Copyright
- 8. Discord's paid services
- 9. Restrictions on your use of Discord's services
- 10. Termination
- 11. Appeals
- 12. Indemnity
- 13. Services "AS IS"
- 14. Data Charges
- 15. Limitation of liability
- 16. Settling disputes between you and Discord
- 17. More important stuff

Welcome! Discord is the best place to talk, hang out and have fun with friends online. We're happy you're

These terms set forth our legal obligations to each other. They apply to your use of our services.

IMPORTANT NOTE: The section titled "Settling Disputes Between You and Discord" contains an arbitration clause and class-action waiver that applies to all U.S.-based Discord users. Please read this section carefully as it may significantly affect your legal rights, including your right to file a lawsuit in court.

When we say "Discord," "we," "us," and "our" in these terms, we mean Discord Inc., its subsidiaries, and its related companies.

When we say "services" in these terms, we mean Discord's services, apps, websites, and other products.

When we say "you" or "your," we mean you. If you're accessing our services on behalf of a legal entity (like your employer), you agree that you have the authority to bind that entity to these terms, and "you" and "your"

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When we say "services" in these terms, we mean Discord's services, apps, websites, and other products.

When we say "you" or "your," we mean you. If you're accessing our services on behalf of a legal entity (like your employer), you agree that you have the authority to bind that entity to these terms, and "you" and "your" will refer to that entity.

We also have a Privacy Policy, Community Guidelines, and these other policies that apply to your use of our services and are incorporated into these terms. You should read these policies—we've worked hard to make them simple and clear, and they contain important information about your use of our services. If you use our API, Discord's Developer Terms of Service and Developer Policy apply to that use. Discord's Paid Services Terms apply to any purchase you make through Discord, and Discord's Monetization Terms apply to any sales you make through Discord.

Together, these rules make Discord possible, and they matter to us. If you believe others aren't following them, please let us know by reporting it to us.

WHO WE ARE

We provide services that allow you to interact with other Discord users (such as through direct messages and group direct messages) and participate in large and small spaces (or "servers"). Our services may also include access to certain software, features, and content, including items that you can purchase from us or others. Additional terms may apply to those purchases.

Discord Inc. is located at 444 De Haro Street #200, San Francisco, CA 94107, USA. Discord Netherlands B.V. is located at Schiphol Boulevard 195, 1118 BG Schiphol, Netherlands.

AGE REQUIREMENTS AND RESPONSIBILITY OF PARENTS AND LEGAL GUARDIANS

By accessing our services, you confirm that you're at least 13 years old and meet the minimum age required by the laws in your country. We maintain a list of minimum ages around the world as a resource for you, but we aren't able to guarantee that it is always accurate. If you are old enough to access our services in your country, but not old enough to have authority to consent to our terms, your parent or legal guardian must agree to our terms on your behalf. Please ask your parent or legal guardian to read these terms with you. If you're a parent or legal guardian, and you allow your child (who must meet the minimum age for your country) to use the services, then these terms also apply to you and you're responsible for your child's activity on the services, including purchases made by them. For more information on purchases, see "Discord's Paid Services" below.

WHAT YOU CAN EXPECT FROM US

Discord is the best place to talk, hang out and have fun with friends online. To do that, we provide different digital spaces where you can connect with other Discord users and communities. Discord users communicate primarily via "servers," which are digital spaces made up of different types of channels. Text channels allow users to interact via text-based messages, as well as images, GIFs, emoji, and other uploadable media. Voice channels allow users to communicate by voice and/or streaming video. Users can also communicate one-to-

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Capture timestamp (UTC): Fri, 25 Jul 2025 21:58:48 GMT

Log In

Page 2 of 15

Discord

Discord is the best place to talk, hang out and have fun with friends online. To do that, we provide different digital spaces where you can connect with other Discord users and communities. Discord users communicate primarily via "servers," which are digital spaces made up of different types of channels. Text channels allow users to interact via text-based messages, as well as images, GIFs, emoji, and other uploadable media. Voice channels allow users to communicate by voice and/or streaming video. Users can also communicate one-to-one using direct messages, or communicate with a limited number of users via group direct messages. We're always evolving our services, and we may create other types of spaces in the future!

Users create servers, and users choose which servers to join and who their "friends" are. All users must follow our Community Guidelines and other policies, but in Servers, the server owners and server admins control the server permissions and additional rules, including establishing membership requirements and creating custom roles and what those roles can do within the server. Server owners and admins also control whether to make their server available in Server Discovery, whether to publish their server invite link on public websites, whether to enable community growth and safety features, and whether to add bots or other apps. These permissions, like the size of a server, may change over time.

Discord is designed to make communicating with the people you want to speak to as easy as possible. Posts appear in text channels in the order in which they're made. Voice and video communication happens in real time. We may build features that help you create content and communicate with others, join conversations more easily, or may highlight content and activity available to you on Discord that might be of interest. Discord was also designed to make it easy to share what you're up to. You can stream what you're doing on your device, or you can share your status, including what game you're playing, what song you're listening to (if you link a music account), and more. Sharing gameplay is fundamental to the Discord experience, so it's turned on by default. You can turn it off in your Settings at any time, and you're in control of whether or not you connect other accounts to Discord.

Discord's services may be personalized to each user based on their activity, so that you can see content and communities that may be of interest to you. You can control whether and to what extent Discord personalizes your experience in your Settings.

We're actively developing new features and products to improve Discord. As part of these efforts, we may add or remove features, start offering new services, or stop offering some services entirely (or just in some places or for some users) if they no longer make sense from a business perspective or create risk for Discord, our users, or other third parties. While we try to avoid disruptions, we cannot guarantee that there will not be an outage or change to the services, and your content may not be retrievable due to such outages or changes. We are not liable for any such outages or service changes.

YOUR DISCORD ACCOUNT

To access the services on an ongoing basis, you will need to create a Discord account. You can provide a username and password, and a way of contacting you (such as an email address and/or phone number). You'll also need to provide your birthday. In some cases, you may be required to verify your account or provide additional information.

You are responsible for the security of your account, and you agree to notify us immediately if you believe your account has been compromised. If you use a password, it must be strong, and we (strongly) recommend that you use that password only for your Discord account and that you enable two-factor authentication.

You must always provide accurate information to Discord and maintain the accuracy of the information associated with your account. We may assume that any communications we've received from your account or the associated contact information have been made by you, and that any purchases made using your account were made by you.

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Discord

You must always provide accurate information to Discord and maintain the accuracy of the information associated with your account. We may assume that any communications we've received from your account or the associated contact information have been made by you, and that any purchases made using your account were made by you.

Log In

If you get locked out of your account, we'll need to contact you at the email or phone number associated with your account. If your account is compromised or you no longer have access to your email account or phone number, we may not be able to restore your access to your account or the servers you've created.

You agree not to license, sell, lend, or transfer your account, Discord username, vanity URL, or other unique identifier without our prior written approval. We also reserve the right to delete, change, or reclaim your username, URL, or other identifier.

CONTENT IN DISCORD'S SERVICES

Your Content

When we say "your content" in these terms, we mean all the things you add (upload, post, share, stream, etc.) to our services. This includes text, links, GIFs, emoji, photos, videos, documents, or other media. If we come up with another way for you to add content to the services, it includes that too.

You don't have any obligation to add content to the services. If you choose to add content to the services, you are responsible for ensuring that you have the right to do so, that you have the right to grant the licenses in this section of these terms, and that your content is lawful. We take no responsibility for any of your content, and we are not responsible for others' use of your content.

Our services allow users to add content in a number of different ways, including via direct messages, group direct messages, and in small and large servers. Some of these servers may be larger spaces, and if you share content within them, that content may be more likely to be accessed by a lot of people. For example, some servers are available in the Server Discovery section of the app and do not require an invite link to join. Other server owners may publish their server invite link on public websites. Anyone can access these spaces. You should be aware that these permissions are set by server owners or admins, and they may change over time. Please understand where you are posting on Discord, familiarize yourself with the relevant server permissions when joining and posting in a certain space, and choose the right space, features, and settings for you and your content.

Your content is yours, but you give us a license to it when you use Discord. Your content may be protected by certain intellectual property rights. We don't own those. But by using our services, you grant us a license—which is a form of permission—to do the following with your content, in accordance with applicable legal requirements, in connection with operating, developing, and improving our services:

- Use, copy, store, distribute, and communicate your content in manners consistent with your use of the services. (For example, so we can store and display your content.)
- Publish, publicly perform, or publicly display your content if you've chosen to make it visible to others.
 (For example, so we can display your messages if you post them in certain servers or recommend that content to others.)
- Monitor, modify, translate, and reformat your content. (For example, so we can resize an image you post to fit on a mobile device.)
- Sublicense your content, to allow our services to work as intended. (For example, so we can store your content with our cloud service providers.)

This license is worldwide, non-exclusive (which means you can still license your content to others), royalty-free (which means there are no fees for this license), transferable, and perpetual.

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· Monitor, modify, translate, and reformat your content. (For example, so we can resize an image you post to

Case 4:25-6V-08520-YGR Document 35-1 Filed 08/04/25 Page 587 of 597

(A) Discord

Sublicense your content, to allow our services to work as intended. (For example, so we can store your
content with our cloud service providers.)

This license is worldwide, non-exclusive (which means you can still license your content to others), royalty-free (which means there are no fees for this license), transferable, and perpetual.

We reserve the right to block, remove, and/or permanently delete your content if it is in breach of these terms, our Community Guidelines, our other policies, or any applicable law or regulation, or if it creates risk for Discord or negatively impacts the experience or interests of other Discord users to continue to make it available.

We welcome feedback on our services. By sending us feedback, you grant us a non-exclusive, perpetual, irrevocable, transferable license to use the feedback and ideas generated from the feedback without any restrictions, attribution, or compensation to you.

Discord's content

Our services include some content that belongs to us, such as the design of our apps and websites, our art and images, and content written by us. You may use our software as outlined in these terms. You may only use our trademarks (or other brand indicia) and copyrights as permitted in our Brand Guidelines or with our prior written permission. We retain all intellectual property rights in our content.

Other content

Other people's content. Our services might also provide you with access to other people's content. You may not use this content without that person's consent, or as allowed by law. Other people's content is theirs and doesn't necessarily reflect Discord's own views. Discord doesn't endorse or verify the accuracy or reliability of content shared by Discord users. We work hard to try to make Discord a safe, positive, and inclusive place, but cannot always prevent you from encountering content that you may find objectionable or offensive. You agree we will not be liable for any harm caused by that content. You may report content that you think violates any of our policies. We have the right, but not the obligation, to review such reports and block or remove content at our discretion.

Third party features and content. Our services may also allow you to access third-party websites, features, apps, or other content. We provide you access only as a convenience to you, and are not responsible for the content or services available from these websites or resources.

SOFTWARE IN DISCORD'S SERVICES

License to our software. Some of our services allow you to download client software. So long as you comply with these terms, we grant you a worldwide, non-exclusive, personal, and non-assignable license to download, install, and run that software, solely to access our services.

You may not copy, modify, create derivative works based upon, distribute, sell, lease, or sublicense any of our software or services. You also may not reverse engineer or decompile our software or services, attempt to do so, or assist anyone in doing so, unless you have our written consent or applicable law permits it.

Although we are granting you this license, we retain any intellectual property rights we have in our software and services.

Open source. Some of Discord's services include software subject to separate open source license terms, and your use of those services are subject to your compliance with those license terms, when applicable. We encourage you to review them, as some licenses may explicitly override these terms.

Third-Party Services. Discord may allow you to access apps, bots, or other products, features, or services

Document title: Terms of Service | Discord Capture URL: https://discord.com/terms

Capture timestamp (UTC): Fri, 25 Jul 2025 21:58:48 GMT

and services.

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 588 of 597 Open source. Some of Discord's services include software subject to separate open source license terms, and

Discord

your use of those services are subject to your compliance with those license terms, when applicable. We encourage you to review them, as some licenses may explicitly override these terms.



Third-Party Services. Discord may allow you to access apps, bots, or other products, features, or services developed by third parties ("third-party services"). It's your choice whether to use these third-party services and whether to participate in Discord servers that incorporate them. You should review any terms and policies provided by the third parties before doing so as they govern your use of their services. While these third parties do need to follow all policies that apply to them (which may include these Terms, our Community Guidelines, Developer Terms of Service, and Developer Policy), Discord is not responsible for any third-party services.

COPYRIGHT

We respect the intellectual property of others and expect our users to do the same. See our Copyright & IP Policy for information on how to file a copyright complaint.

DISCORD'S PAID SERVICES

We won't charge you a fee to use the basic functionality of our services, but you may be able to pay for additional features and products. Discord's Paid Services Terms also apply to any purchase you make using Discord's supported purchase flows, and you may also be asked to agree to separate terms such as our Monetization Terms before purchasing or selling new offerings through Discord.

RESTRICTIONS ON YOUR USE OF DISCORD'S SERVICES

When using our services, you must comply with these terms and all applicable laws, rules, and regulations, and you must only use the services for authorized and acceptable purposes. You must also adhere to our Community Guidelines and other policies, which contain more detailed rules about your content and behavior when using Discord and how we enforce them on Discord. Fundamentally, do not do, try to do, or encourage or help others to do any of the following:

- Don't use the services to do harm to yourself or others. Among other things, this includes trying to gain
 access to another user's account or any non-public portions of the services, infringing anyone else's
 intellectual property rights or any other proprietary rights, exploiting, harassing, bullying, spamming,
 auto-messaging, or auto-dialing people through our services.
- Don't use the services to do harm to Discord. Among other things, this includes trying to gain access to
 or attacking our systems, scraping our services without our written consent, transmitting viruses or other
 malicious code to our services, abusing or defrauding us or our payment systems, copying our product or
 using our intellectual property without permission, and misusing our reporting or customer service
 mechanisms.
- Don't use the services to do anything else that's illegal. This includes using the services to plan or commit any crime or do anything else that is illegal.

We encourage you to report content or conduct that you believe violates these restrictions. You can learn more about our approach to safety and content moderation in our Safety Center.

Document title: Terms of Service | Discord Capture URL: https://discord.com/terms

mechanisms

Case 4:25-cv-03520-YGR

Discord

Page 589 of 597

:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 5 Don't use the services to do anything else that's illegal. This includes using the services to plan or

commit any crime or do anything else that is illegal.

Log In

We encourage you to report content or conduct that you believe violates these restrictions. You can learn more about our approach to safety and content moderation in our Safety Center.

TERMINATION

Your right to terminate. You're free to stop using Discord's services at any time and for any reason. To terminate this agreement, you may delete your Discord account through the Settings page in the Discord app (the gear icon next to your username) and discontinue use of the services. Certain provisions of these terms will survive termination as outlined below in the "Survival" section.

Disabling your account limits the processing of your personal information as described in our Privacy Policy. Disabling your account does not terminate this agreement.

Our right to terminate. Subject to applicable law, we reserve the right to suspend or terminate your account and/or your access to some or all of our services with or without notice, at our discretion for any reason, or for the following reasons:

- · You breach these terms, our Community Guidelines, our other policies, or additional terms that apply to specific products.
- · We're required to do so to comply with a legal requirement or court order.
- · We reasonably believe termination is necessary to prevent harm to you, us, other users, or third parties.
- Your account has been inactive for more than two years.
- · Continuing to allow your account to be active, giving you access to some or all services, or hosting your content creates risk for Discord, other users, or third parties.

However, we will give you advance notice if reasonable to do so or required by applicable law.

APPEALS

We value transparency and work hard to give you context for the decisions we make. You can appeal any enforcement action we take under these terms or other policies, including terminations, suspensions, or content removals through this form or available in-app options. If you reside in the European Economic Area, your appeal must be submitted within six months of the relevant decision.

INDEMNITY

If you are using the services on behalf of a business or legal entity and not in an individual capacity, then you will indemnify and hold Discord and its officers, directors, employees and agents harmless from and against any claims, liabilities, damages, and costs (including reasonable legal and accounting fees) related to (a) your access to or use of our services, (b) your content, or (c) your violation of these terms.

SERVICES "AS IS"

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We work hard to offer great services, but there are certain aspects that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, DISCORD, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE LAWS OF CERTAIN JURISDICTIONS OR STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

DATA CHARGES

You are responsible for any mobile charges that you may incur for using our services. This includes data charges and charges for messaging, such as SMS, MMS, or other messaging protocols or technologies. If you are not sure what you may be charged, you should ask your mobile service provider before using our services.

LIMITATION OF LIABILITY

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. IN COUNTRIES WHERE THE BELOW TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR MATERIAL BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

THE INFORMATION PRESENTED ON OR THROUGH THE SERVICES IS MADE AVAILABLE SOLELY FOR INFORMATIONAL PURPOSES. WE DO NOT CONFIRM THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS SOLELY AT YOUR OWN RISK.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, NEITHER DISCORD, ITS AFFILIATES, NOR OUR SUPPLIERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DISCORD OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY PROVIDED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

BESIDES THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), DISCORD LIMITS OUR LIABILITY TO YOU TO THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID US IN THE THREE MONTHS BEFORE YOU FIRST ASSERT A CLAIM OR (B) \$100 USD (OR THE EQUIVALENT IN YOUR LOCAL

Document title: Terms of Service | Discord Capture URL: https://discord.com/terms

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DISCORD ISN'T LIABLE FOR THE CONDUCT OR CONTENT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DISCORD AND YOU. THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

SETTLING DISPUTES BETWEEN YOU AND DISCORD

Informal resolution. Most disputes can be resolved informally, so if you have an issue with the services, you agree to reach out to us before initiating a lawsuit or arbitration. This requires emailing disputes@discordapp.com a written notice ("Written Notice"), which must include: ① your name; ② the email address or phone number associated with your Discord account; ③ a detailed description of the issue; and ④ how you'd like to resolve it. If the dispute is not resolved within sixty (60) days after receipt of the Written Notice, you and Discord agree to resolve any remaining dispute through further informal discussions or one of the formal dispute resolution provisions below. You must engage in this informal resolution process before starting any formal dispute resolution unless exempted by law. Applicable statutes of limitations and due dates for arbitration filing fees or other deadlines will be tolled upon receipt of the Written Notice to disputes@discordapp.com, while the parties attempt informal resolution.

If you reside in the European Union, you may also be entitled to submit your complaint to the European Commission's Online Dispute Resolution (ODR) Platform or the Out-of-Court Dispute Settlement ("OCDS") mechanism under DSA Article 21. ODR allows EU consumers to resolve disputes related to the online purchases of goods and services without going to court. Note that a submission to the ODR or via the OCDS mechanism alone, without submitting a Written Notice to disputes@discordapp.com, will not toll the applicable statutes of limitations or other deadlines.

Governing Law and jurisdiction. The Federal Arbitration Act, federal arbitration law, and California law will apply to these terms and any disputes related to these terms or our services, regardless of conflict of laws rules. Any dispute that is not subject to arbitration will be resolved exclusively in the state or federal courts in San Francisco County, California, and you and Discord both consent to venue and personal jurisdiction in these courts.

If you are a consumer residing in the European Union, this clause and these terms in general do not affect any mandatory consumer rights you may have under your local law, and all disputes arising in connection with the services and/or these terms shall be submitted to the exclusive jurisdiction of the court of Amsterdam, the Netherlands or, if you are a consumer, to a court closer to your domicile if in an EU Member State.

Agreement to arbitrate.

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT:

You and Discord agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. Except for the circumstances described below, and only after the parties have

Document title: Terms of Service | Discord Capture URL: https://discord.com/terms

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Discord

PROVISIONS. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT:



You and Discord agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. Except for the circumstances described below, and only after the parties have engaged in a good-faith, but unsuccessful, effort to resolve the dispute in accordance with the "informal resolution" process (above), you and Discord agree to resolve any dispute, disagreement, or claim relating to these terms or our services through final and binding arbitration in the U.S. county where you reside. This includes claims that arose, were asserted, or involve facts occurring before the existence of this arbitration agreement or any prior agreement as well as claims that may arise after the termination of this arbitration agreement, in accordance with the notice and opt-out provisions set forth in section.

Arbitration rules. The arbitration will be conducted by a single arbitrator, governed by these terms and the American Arbitration Association Rules, excluding any rules or procedures governing or permitting class or representative actions (the "AAA Rules"), available at https://www.adr.org/active-rules. These terms will govern if there's a conflict between these terms and the AAA Rules. To begin the arbitration proceeding, either party must submit a written Demand for Arbitration (available at www.adr.org) with the AAA and provide a copy to the other party as specified in the AAA Rules. To provide notice to Discord, please send an email with the subject line "Arbitration Demand" to disputes@discordapp.com.

If the amount in controversy does not exceed \$10,000, and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and Discord submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which may be in-person, videoconference, or telephone conference.

Arbitration costs. AAA sets forth fees for its services, which are available at www.adr.org/sites/default/files/Consumer-Fee_Schedule.pdf. If Discord is the party initiating an arbitration against you, Discord will pay all costs associated with the arbitration, including the entire filing fee. If you initiate an arbitration against Discord, you will be responsible for the first \$100 toward the nonrefundable Initial Filing Fee, unless the arbitrator determines that you are unable to pay, in which case Discord will pay the entire filing fee. For cases seeking less than \$75K, Discord will pay the remainder of the Initial Filing Fee and both parties' Administrative fees (unless the arbitrator finds your claims, defenses, or other feegenerating activity to be conducted for an improper purpose or frivolous (under the standard set forth in Federal Rule of Civil Procedure 11). For cases seeking more than \$75K, fees and costs will be determined in accordance with AAA Rules.

In all arbitrations, unless otherwise required by law or the AAA Rules, you're responsible for all other additional arbitration costs incurred, including attorney's fees and expert witness costs. The parties agree that AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under AAA's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by AAA does not constitute a default, waiver, or breach of this Section while such challenge remains pending before AAA, the arbitrator, and/or a court of competent jurisdiction.

Offer of Judgment. At least 14 days before the date set for an arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by the offering party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party will not recover its post-offer costs and will pay the offering party's costs from the time of the offer.

Arbitration Decision. The decision of the arbitrator will be in writing and binding on you and Discord, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You and Discord agree that dispositive motions will be allowed in the arbitration. Except as explicitly set forth in this arbitration section, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation applicability enforces bility or

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party will not recover its post-offer costs and will pay the offering party's costs from the time of the offer.

Case 4:25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 593 of 597



Arbitration Decision. The decision of the arbitrator will be in writing and binding on you and Discord, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You and Discord agree that dispositive motions will be allowed in the arbitration. Except as explicitly set forth in this arbitration section, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these terms of service, including, but not limited to any claim that all or any part of these terms of service are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of AAA or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator must follow these terms and can award the same damages and relief as a court. The arbitrator has the right to impose sanctions in accordance with the AAA Rules and procedures for any frivolous claims, improper claims, or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with this Section or claims filed on behalf of a claimant who is not party to this agreement. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Mass filings. If, at any time, 30 or more similar demands for arbitration are asserted against Discord or related parties by the same or coordinated counsel or entities ("Mass Filing"), these additional rules will apply:

If you or your counsel file a demand for arbitration that fits within the definition of Mass Filing, you agree that your demand for arbitration will be subject to the additional protocols set forth in this mass filing subsection.

Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. You and Discord agree to jointly ask the arbitrator to agree to the following procedures: The arbitrator will randomly assign sequential numbers to each of the claims included in a Mass Filing, after which the claims numbered 1-10 will be designated the "Initial Test Cases" and will proceed to arbitration. The Parties agree to decide on a single arbitrator for all Initial Test Cases and to consolidate the cases for pre-hearing procedures and the pre-hearing conference. Unless the claims are resolved in advance or the schedule is extended, the arbitrator will render final awards for the Initial Test Cases within 120 days of the initial pre-hearing conference. If fewer than 5 Initial Test Cases resolve without a final decision of the arbitrator because they are resolved in advance, cases will be selected in batches of 10 and will proceed to arbitration until at least 5 have been resolved by a final arbitrator decision. The arbitrator's decisions for the Initial Test Cases shall be in writing and shall contain the essential findings and conclusions of fact and law upon which the arbitrator based the decision.

The results of the Initial Test Cases resolved by a final arbitrator decision will then be given to a mediator who will try to facilitate a resolution of the remaining cases. After the results are provided to the mediator, the mediator and the parties will have 90 days (the "Mediation Period") to agree on a resolution or substantive methodology for resolving the outstanding cases. If the parties are unable to resolve the outstanding claims during the Mediation Period, either Party may choose to opt out of the arbitration process and proceed in court with its remaining claims. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. Opt out of arbitration under this section shall not be construed as opt out of the section titled "Class Waiver" below.

Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to claims in the Mass Filing.

If your demand for arbitration is included in the Mass Filing, any statute of limitations applicable to your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

Other remedies. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. In some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND DISCORD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law.

Document title: Terms of Service | Discord Capture URL: https://discord.com/terms

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Opt-out. You can decline this agreement to arbitrate by emailing an opt-out notice to arbitration-opt-out@discord.com within 30 days of April 15, 2024 or when you first register your Discord account, whichever is later; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Discord also will not be bound by them.

Exceptions. You or Discord may still pursue claims, if they qualify, exclusively in small claims court in San Francisco County, California, and you and Discord both consent to venue and personal jurisdiction in that court. The small claims court, and not any arbitrator or AAA, shall have the exclusive authority to resolve disputes regarding whether a dispute is properly within the jurisdiction of a small claims court. Additionally, disputes concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of our services will not be subject to arbitration. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed (and any applicable statute of limitations tolled) pending the outcome of such action.

Class waiver. IF YOU'RE A U.S. RESIDENT, EXCEPT AS PROVIDED HEREIN, YOU AND DISCORD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, UNLESS DISCORD PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING. If this specific paragraph is found unenforceable, then the "Agreement to arbitrate" section will be null and void. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies. This subsection does not prevent you or Discord from participating in a class-wide settlement of claims.

Changes to this Dispute Section: Discord will provide 30 days' notice of the date of any material changes to this clause. Changes will become effective on the 30th day and apply to all claims not yet filed. If you continue to use the site after the 30th day, you agree that any unfiled claims of which Discord does not have actual notice are subject to the revised clause. If you reject any such changes by opting out of the arbitration agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the arbitration agreement will not apply to claims not yet filed. If Discord changes this "Dispute Resolution" section after the date you first accepted this agreement (or accepted any subsequent changes to this agreement), you agree that your continued use of the Discord product(s) or services 30 days after such change will be deemed acceptance of those changes. If you do not agree to such change, you may opt out by providing notice as described in this section.

MORE IMPORTANT STUFF

You have certain rights that, by law, can't be limited by these terms, and we in no way intend to restrict those rights in these terms.

Entire agreement. These terms cover the entire agreement between you and Discord for your use of our services.

Document title: Terms of Service | Discord Capture URL: https://discord.com/terms



rights in these terms.

Entire agreement. These terms cover the entire agreement between you and Discord for your use of our services.

Additional terms. Where additional terms apply to our products or services, the additional terms will control with respect to your use of that product or service to the extent of any conflict with these terms.

<u>Bug reporting.</u> We support the responsible reporting of security vulnerabilities. To report a security issue, please visit https://discord.com/security.

Export Control. You agree to comply with all applicable import, export, and re-export control laws and restrictions, including but not limited to those of the European Union and its member states, the U.S. Department of Commerce Export Administration Regulations ("EAR") and economic sanctions maintained by the U.S. Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR"), and will not use the services to cause a violation of such laws or regulations. You agree to not use our services to store or distribute content that is subject to export controls, unless you have obtained all required government export authorizations. Further, you represent and warrant that you are not on any government list of prohibited or restricted parties, or otherwise subject to equivalent restrictions, as specified in the laws and regulations listed above or in your country's laws. You may not download or use our services if you are located in a country or region subject to U.S. or E.U. government embargo (including Cuba, Iran, North Korea, Syria, and the Crimea region) unless that use is authorized by the United States and other relevant authorities.

Waiver, severability, and assignment. If you fail to follow these terms and we don't immediately act, that doesn't mean we're giving up any of our legal rights (such as acting in the future). If any part of these terms ends up being invalid or unenforceable based on a decision by any court or competent authority, the rest of these terms will not be affected. You may not assign these terms to anyone else without our written consent. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with our services.

Survival. Any part of these terms that by their nature should survive after termination of these terms will survive. As permitted under applicable law, this includes but may not be limited to the following:

- Our rights to retain and display certain data;
- Any amounts owed will remain due;
- · Any indemnification obligations (as applicable) such as those listed under the "Indemnity" section;
- Any disclaimer of warranties such as those under the "Services 'AS IS'" section;
- Any applicable limitation of liability such as those under the "Limitation of Liability" section;
- Any dispute resolution provisions, including the arbitration agreement, such as those under the "Settling disputes between you and Discord" section.

<u>Updates to these terms.</u> We may decide to update these terms: ① to reflect changes to our services or our business, ② for legal or regulatory reasons, ③ to prevent abuse on or of our services, or ④ to better protect or serve users of our services. If these changes materially affect your Discord use or your legal rights, we'll give you reasonable advance notice (unless the updates are urgent). If you continue to use our services after the changes have taken effect, it means that you agree to the changes. If you don't agree, you must stop using our services.

<u>Apple App Store.</u> If you download the Discord app from the Apple App Store or use our app on an iOS device, the below paragraph applies to you.

These terms grant a non-transferable license to use the Discord App on any Apple/Mac product that you

Document title: Terms of Service | Discord Capture URL: https://discord.com/terms

Capture timestamp (UTC): Fri, 25 Jul 2025 21:58:48 GMT

Case 4.25-cv-03520-YGR Document 35-1 Filed 08/04/25 Page 596 of 597

Log In



Apple App Store. If you download the Discord app from the Apple App Store or use our app on an iOS device, the below paragraph applies to you.

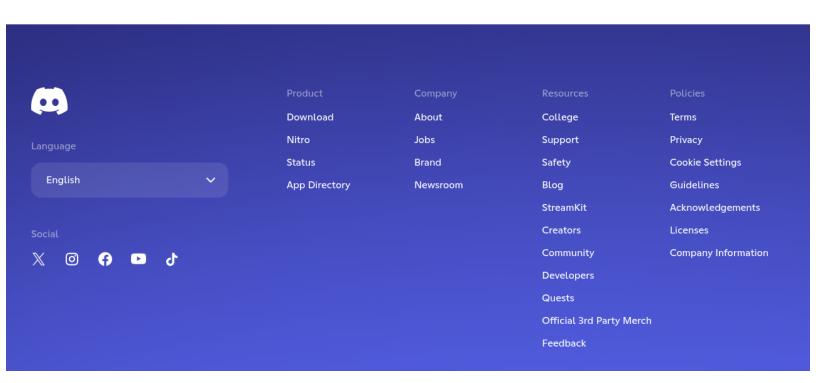
These terms grant a non-transferable license to use the Discord App on any Apple/Mac product that you might own or control and as permitted by Apple's policies. Apple has no obligation to furnish any maintenance and support services with respect to the Discord app. If the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the app purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Discord app. Apple is not responsible for addressing any claims by you or any third party relating to the Discord app or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the Discord app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Discord app infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country;

CONTACTING EACH OTHER

comply with any applicable third-party terms of service when using the Discord app.

If you have any questions about these terms, please contact us at privacy@discord.com. We may send you electronic communications related to our services. Where required, we'll get your consent before sending you direct marketing, and we'll make it easy for you to opt out.

and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also



Document title: Terms of Service | Discord Capture URL: https://discord.com/terms

third party relating to the Discord app or your possession and use or it, including, but not limited to: (i)

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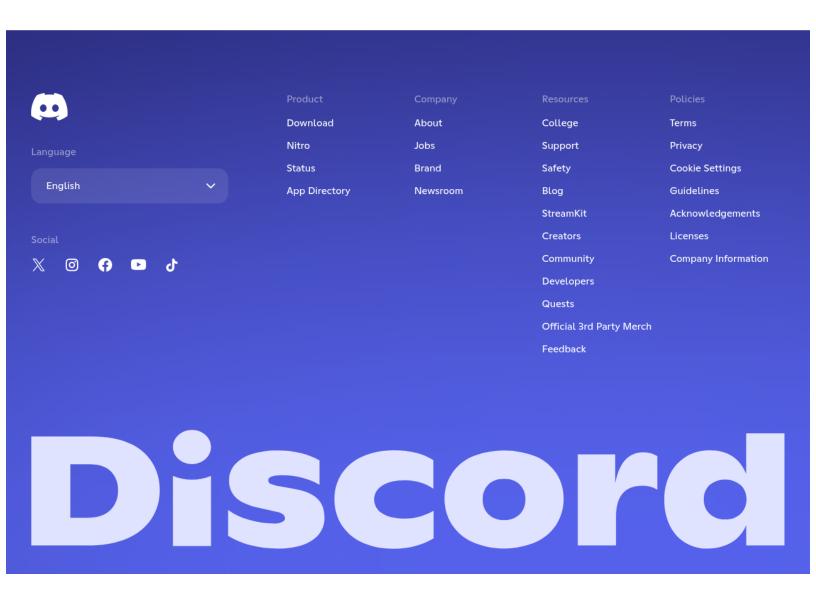


regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Discord app infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Discord app.

Log In

CONTACTING EACH OTHER

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